



**INDIAN INSTITUTE OF  
MANAGEMENT CALCUTTA**  
Diamond Harbour Road, Joka,  
Kolkata - 700104

**TENDER REFERENCE NO**

**IIMC/G&C/III/132/2023-24**

**DATE : 11 JANUARY 2023**

**TENDER DOCUMENT**

**FOR**

**JOB/ SERVICE CONTRACT TOWARDS PROVIDING  
SERVICES FOR GARDENING, SWEEPING AND CLEANING OF  
METAL/ NON-METAL ROADS, HARD CEMENTED AREAS  
AND HARD/SOFT SOIL AREAS AT INDIAN INSTITUTE OF  
MANAGEMENT CALCUTTA**

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
**Diamond Harbour Road, Joka,**  
**Kolkata - 700104**

**TENDER REFERENCE NO : IIMC/G&C/III/132/2023-24**

**DATE : 11 JANUARY 2023**

**REQUEST FOR PROPOSAL (RFP) FOR GARDENING, SWEEPING AND CLEANING OF METAL/ NON-METAL ROADS, HARD CEMENTED AREAS AND HARD/ SOFT SOIL AREAS AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"), ONLINE bids are invited from bidders for *GARDENING, SWEEPING AND CLEANING OF METAL/ NON-METAL ROADS, HARD CEMENTED AREAS AND HARD/ SOFT SOIL AREAS* at Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal - 700 104.

2. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP) ([www.eprocure.gov.in](http://www.eprocure.gov.in)). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Purchase) of the IIMC, Kolkata.*

3. This RFP is to be submitted for Technical Bid duly signed & stamped on every page by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a) **Bids/queries to be addressed to.** Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta.

(b) **Name/designation of the contact personnel.** Senior Administrative Officer Purchase, Indian Institute of Management Calcutta

(c) **Telephone numbers of the contact personnel.** +91-33-7121 1000 Extn 1070/1061/ 1062 and +91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1062 (Direct)

(d) **E-mail id.** [sao\\_purchase@iimcal.ac.in](mailto:sao_purchase@iimcal.ac.in)

5. This RFP is divided into five parts as follows:

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.

6. This RFP contains the following FORMS:-

- (a) Appendix 'A' – Schedule of Requirement/ Scope of Work.
- (b) Appendix 'B' – Bidder's Information.
- (c) Appendix 'C' – Terms and Conditions Compliance Certificate.
- (d) Appendix 'D' – Bank Guarantee Format of Performance Security.
- (e) Appendix 'E' – No Claim Certificate.
- (f) Appendix 'F' – Technical Specification and Vendor Eligibility Criteria.
- (g) Appendix 'G' – Bid Security Declaration Certificate.
- (h) Appendix 'H' – Price Bid Format.

7. Nominal/ merely typographic error may be overlooked or to be dealt as per the discretion of PROCURING ENTITY.

8. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

9. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,  
Sd/-x-x-x-x-x-x-x  
(Zulfquar Hasan)  
Senior Administrative Officer (Purchase)

10. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date : 2023

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name in BLOCK CAPITAL Letters  
(Capacity i.e. Proprietor/ Partner  
With Stamp)

## **PART I – GENERAL INFORMATION**

1. **Last Date and Time for Submission of Bids.** *02 February 2023 at 1100 hours.*

2. **Manner of Submission of Bid.**

(a) The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online (Central Public Procurement Portal) shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".

(b) Bill of Quantities (BOQ) with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid". Hence, physical submission of the documents is limited to submission of original Bid Security/Earnest Money Deposit (EMD). Bid Security/ EMD should be deposited in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business.

(c) Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the signed letter of authority issued in his name by the bidder on his letter head.

(d) Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

(e) The bidders are advised to submit their e-bids well before the e-bid due date. IIM CALCUTTA shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

(f) Any tender received without original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME)] and BID SECURITY DECLARATION CERTIFICATE (Attached as **Appendix 'G'** to this RFP) (Bidders who are registered with NSIC and MSME), will be summarily rejected.

3. **Schedule of Bids Opening.**

(a) **Time and date for opening of Technical Bids.** *03 February 2023 at 1100 hrs.*

(b) **Time and date for opening of Commercial Bids.** **To be intimated in due course of time.**

*(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER).*

4. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.

5. **Two-Bid System.** Two-Bid system has been adopted and only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.

6. **Modification and Withdrawal of Bids.** Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be

marked as withdrawn. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.

7. **Rejection of Bids.**

(a) Conditional bids will be rejected.

(b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates may be considered for rejection at the discretion of BUYER.

8. **Validity of Bids.** The Bids should remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.

9. **Earnest Money Deposit (EMD)/ Bid Security.** Bidders are required to submit EMD in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of **Rs 7,83,000/- (RUPEES SEVEN LAKH EIGHTY THREE THOUSAND ONLY)** along with their bids in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. EMD is to remain valid for a period of SIXTY DAYS (60) beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them on or before THIRTIETH (30<sup>TH</sup>) DAY after the award of contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of Performance Security. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME, they need to furnish BID SECURITY DECLARATION CERTIFICATE as per **Appendix 'G'** attached to this RFP. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope along with quotation in main envelope. Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.

10. **Performance Security Deposit.** To ensure due performance of the contract, Performance Security is to be deposited by the successful bidder after awarding of the contract. Performance Security will be for an amount equal to THREE PERCENT (3%) of the value of the contract as specified in the bid document and it will be refundable without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the Performance Security deposit shall be discharged only after adjusting all dues, liabilities of the worker etc. In case of any change of constitution of the Service Provider, the rights of *IIM Calcutta* should not suffer. Performance Security Deposit will be released by IIMC after completion of the contract and it will be forfeited (partly/fully as decided by the Competent Authority of IIMC) in case ESI, EPF or any other statutory compliance is not made depending upon the cause.

11. Price must be quoted on Freight On Road (F.O.R.) (where applicable) at IIMC, destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is "Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata- 700104 (West Bengal)".

12. The approval or rejection to tenders(s) rests with Competent Financial Authority (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.

13. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

14. **Other than the terms and conditions mentioned in this RFP (Tender Document), the Rules and Provisions of "General Financial Regulations 2017 and Manual for Procurement of Goods Updated in June 2022 (amended from time to time)" will be in vogue in case of any disputes arise during the period of contract.**

**PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements/ Scope of Work.** As per **Appendix 'A'** to this RFP.
2. **Eligibility Criteria.** The tendering Company/Firm/Agency shall fulfil the following criteria for submission of Bid:-

<b>Ser No</b>	<b>Description of Criteria</b>	<b>Documentary Evidence Required to be attached as Proof</b>
(a)	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
(b)	The Company/Firm/Agency should have valid GST Certificate	Copy of GST Certificate
(c)	The Company/Firm/Agency shall have at least THREE (03) YEARS' experience in successfully providing similar services to Central/State Government organizations, Autonomous Bodies, Public Sector Undertakings, IIMs/IITs. Out of THREE (03) Work Orders/ Work Completion Certificates value of minimum ONE (01) Work Order/ Work Completion Certificate should NOT be LESS than Rs 2.08 Crore (Rupees Two Crore Eight Lakh Only)	Copies of Work Order or Work Completion Certificates.
(d)	The Company/Firm/Agency shall have been registered with the labour department and other concerned government authorities.	Copy of Registration Certificate duly Self-attested
(e)	The Company/Firm/Agency shall have average annual turnover of at least Rs 1.30 Crore (Rupees One Crore Thirty Lakh Only) for any three financial years with effect from 01 April 2017 to 31 March 2022	Relevant copies of audited balance sheet of concerned years duly audited by a Chartered Accountant
(f)	The Company/Firm/Agency should not be insolvent OR undergoes liquidation OR loses substantially the financial capability during last FIVE (05) Financial Years with effect from 01 April 2017	Self-declaration on company's letter head along with a certificate from a Bank where the Company/Firm/Agency maintaining accounts with effect from 01 April 2017. In case of break in banking operation with SINGLE bank, certificates from concerned banks for the period from 01 April 2017 should be attached
(g)	The Registered Office/Branch Office/Operational Office of the manpower Company/Firm/Agency shall be located in Kolkata, West Bengal	Copy of latest enlistment certificate issued by Kolkata Municipal Corporation or any other document issued by Central/State Govt agency
(h)	The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act and other relevant act.	Copy (s) of relevant certificate(s)/ documents
(j)	The Company/Firm/Agency shall not have been blacklisted/ debarred by any organization	Self-declaration on company's letter head
(k)	The Company/Firm/Agency should have on their wage rolls minimum 100 workmen/manpower as on 31 December 2022	Copy of Salary/wage register
(l)	ISO Certificate (if any)	Copy of certificate

3. **Terms and Conditions of Contract:-**

(a) The successful bidder will be responsible for transportation and loading/ off-loading of all materials related to them and no extra payment will be made by the IIM Calcutta on this account.

- (b) The successful bidder himself will be responsible for safety and security of his material and IIM Calcutta will not be responsible for any damage/theft of material of the Successful Bidder.
- (c) For any emergency situation, the Successful Bidder will provide solution related to his/her work at no extra cost.
- (d) All materials used should be of as per required quality (**as mentioned in BOQ**). For the material used, which is not of good quality, appropriate deductions will be made from the bill. In case, it is found at some stage that the quality supplied/to be supplied is inferior the goods in question will be rejected or the contract will be cancelled and Successful Bidder will be debarred.
- (e) Before quoting the rates, the agency/firm are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.
- (f) The successful bidder shall be responsible for full execution of the contract and **shall not in any case assign or sublet ordered items or part thereof to any other party**. Failure to do so will attract cancellation of the order.
- (g) All works related to this tender should be completed to entire satisfaction of the IIM Calcutta, failing which the **IIM Calcutta will have the right to cancel the work order** and no payment will be made in that case.
- (h) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.
- (j) All precautionary/safety measures as necessary should be adopted by the agency/firm while executing the work to avoid any miss happening and loss caused due to the agency's negligence.
- (k) The successful bidder shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards insurance/treatment/compensation of them. Necessary insurance cover shall be made by the Successful Bidder. Further, the Successful Bidder shall have to comply with the provisions of all prevailing Labour Laws relating to the work assignment.
- (l) The Successful Bidder shall take all necessary precautions to prevent any damage that may cause towards any Institute's property during the course of execution of the contract and they will be liable to make good the same at their cost.
- (m) The representatives of the Successful Bidder should be available on telephone and also on mobile to enable this Institute to call them in emergency situation. Therefore, a dedicated contact person with telephone as well as mobile number(s) and address should also be provided to IIM Calcutta.
- (n) Each page of the quotation is to be signed by the tenderer and duly stamped.
- (o) All disputes arising out of this contract shall be referred either sole arbitrator of the Director, IIMC or referred for the sole arbitration of the Director, IIMC. The venue of arbitration shall be in Kolkata only.
- (p) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained. Correspondence during tendering process may invite disqualification.
- (q) The **quoted rate will remain valid for a period of SEVENTY FIVE (75) DAYS** from the date of opening of price bid. Work should be completed within the specified date from the date of issue of the Letter of Intent /Work Order.
- (r) The quoted rate should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery etc., to execute the total Scope of Work as per **Appendix 'A' (with Annexures)** to this RFP.

(s) The rate quoted by the Successful Bidder shall also be **inclusive of all taxes, duties, transportation charges and other statutory payments and will not subject to any fluctuation due to any increase in any effect.**

(t) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.

(u) All corrigendum and addendum shall be the part of the tender document and are to be uploaded duly signed and stamped with tender document as bid annexure. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer has gone through such corrigendum / addendum, if any, and no claim shall be entertained by IIMC on account of any omission / error on his part.

4. **Bidders Information.** Vendors are required to submit essential details in respect of their firms/company/agency as per **Appendix 'B'** to this RFP as a part of technical evaluation.

5. **Delivery Period.** As per work order.

6. **Pre-bid Conference/ Meeting.** Pre-Bid Conference/ Meeting is **19 January 2023 at 1430 hrs** as stipulated in NIT, prospective bidders interested in participating in this tender should attend a Pre-bid conference to clarify Techno-Commercial conditions of the Tenders at the venue, date and time specified therein. **Participation in pre-bid conference is mandatory.** The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-Bid Conference/ Meeting are also mentioned in the NIT. The pre-bid conference may also be held online at the discretion of the BIDDER/ SERVICE PROVIDER. After the Pre-bid conference, Minutes of the Pre-Bid Conference shall be published on the BIDDER/ SERVICE PROVIDER's portal within SEVEN (07) DAYS from the Pre-Bid Conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.

7. **General Terms & Conditions.**

(a) The bidder must be a legally constituted registered proprietary firm/ partnership firm/ limited company or corporate body possessing / having in its name the required Trade and professional and all other licenses, required as per law valid at least for 12 months from the date of the opening of tender for providing the above said services.

(b) The bidders should quote their offer/rates in clear terms without ambiguity both in figures and words. The rates quoted should be inclusive of all taxes, and these taxes should be shown separately.

(c) **Attending the Pre-Bid Meeting is mandatory, failing which the Bidder shall not be allowed to participate in the tendering process.**

(d) It shall be essential that the Bidder/Service Provider visit the facilities at IIM Calcutta, conducts a survey, understands the requirements, does due diligence and understands the scope of work and the total area involved before bidding for the tender. Bids received shall be deemed to have been made after due diligence and survey of the work place and understanding the scope of work.

(e) The rates should be quoted both in figures and words and legibly written without any over-writing or interpolation. In case of any correction, the same may be considered if found to be attested by the bidder with full signature; however, no over-writing is permissible.

(f) In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.

(g) In case the last date for receipt of the bid is declared a holiday for IIM Calcutta, then the bids will be received up to the given time on the next working day.

(h) Bids received after the deadline of receipt indicated above, shall not be taken into consideration. Postal or courier delay will not be considered and the Tender received late will be rejected.



(j) IIM Calcutta reserves the right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.

(k) TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. norms from time to time. The GST (if claimed by the agency) will be reimbursed only after the submission of proof of payment of GST. Moreover, the GST challan should match the claim preferred against the Institute.

(l) As security for the due performance of the Agency's obligations hereunder, including (for the purposes of clarification) by way of security against all loss, damage, costs, expenses and consequences that may be caused to or suffered by the IIMC by reason of any breach by the Facility Manager of any of the Agency's obligations under the tender contract, the Agency shall immediately upon acceptance of this tender prior to issuance of work order professionally indemnify and take general insurance for an amount equivalent to annual Management fees by executing Bonds.

## 8. **Terms & Conditions for providing various services.**

(a) IIM Calcutta requires job/Services like GARDENING, SWEEPING AND CLEANING OF METAL ROADS AND HARD CEMENTED AREAS, HARD/ SOFT SOIL AREAS BY MANUALLY and areas appurtenant thereto in the IIMC campus. Area and quantum of services required may vary from time to time and as per requirement. IIM Calcutta reserves the right to reduce or increase the services, if considered necessary. The man-power deployed by the agency to provide such services should work as per the working days and timings of the Institute.

(b) Any discrepancies or disputes arising out on account of non-adherence to statutory & Labour laws and resolution thereof shall be the responsibility of the Service Providers & IIM Calcutta will not be responsible for the same.

(c) The Service Provider shall not pay to the persons engaged by him less than the minimum wages as per Central Govt. notification and as applicable at IIM Calcutta.

(d) The Service Provider shall take all steps, necessary or otherwise, to comply with and ensure compliance by its Contractor / Manpower supplier with the various applicable laws / rules / regulations / notifications, including without limitation the provisions of the contract Labour (Regulation & Abolition Act) 1970, the Minimum Wages Act, 1948, the Workmen's Compensation Act, 1923 / Group Insurance Policy, the Employees State Insurance Act, 1948, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and all other applicable laws and rules framed there under including obtaining any and all statutory approvals and licenses required from the Central / State Governments, Ministry of Labour in relation to the Manpower.

(e) IIM Calcutta will not be liable to pay any amount other than mentioned in the contract. Any payment under provision of the ESI Act 1948, Workman Compensation Act 1923, and Payment of Gratuity Act 1972, Employee's Provident Fund and Miscellaneous Provisions Act 1952 or any other statutory liability shall be made by the Service Provider and challan/receipt must be enclosed with the monthly bill.

(f) Bill should be submitted by the Service Provider / agency on monthly basis and payment will be made after due verification of the same and recommendation from concerned officer/ authority.

(g) Copies of payment of PF/ESI/Statutory dues should be furnished to the IIM Calcutta on a monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the personnel engaged in IIM Calcutta have been included in the respective challans.

(h) Before submission of the bill, the Service Provider shall ensure that the payment of persons deployed by the agency have been made for the billed period. The agency must ensure the wages to deployed personnel by 7th of each month through Bank to the deployed personnel and proof of credited amount should be produced before the coming month bill.

(j) The deployed personnel by the Service Provider will always keep Identity Card with them for identification and verification while working.

- (k) Identity cards to Service Provider's employees/ hands deployed to provide service in the campus under the Job Contract, as required under the law may be provided at his own cost. IIM Calcutta shall not pay any extra charges to the Service Provider against these items.
- (l) A formal declaration has to be submitted by the Service Provider /agency that the personnel deployed by the agency are all employees of the Service Provider. IIM Calcutta shall not have any liability/responsibility to absorb the persons engaged by the Service Provider and/or to extend any type of recommendation etc. for obtaining any job in IIM Calcutta or elsewhere.
- (m) The details of the persons deployed by the agency/ Service Provider with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to IIM Calcutta for record.
- (n) Any change of manpower deployed by the Service Provider / agency should be intimated in advance. IIM Calcutta shall have the right to replace or stop any job/services without assigning any reason whatsoever and the substitute shall have to be provided by the Service Provider immediately, if required.
- (o) Necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such job shall be obtained by the Service Provider. The Service Provider shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or State Govt. or local bodies as applicable to him or this contract without any liability and responsibility to IIM Calcutta, whatsoever it may be.
- (p) The persons deployed by the Service Provider should not have any negative Police Records/Criminal cases against them. Service Provider will be required to produce antecedents of each hand deployed at IIM Calcutta duly verified by police. The character and antecedents of each personnel of the Service Provider will be verified by the Service Provider before their deployment after investigation by the Local Police & collecting proofs or identity like Driving License, Previous Work Experience, Proof of Residence and recent photograph and a certification to this effect submitted to the Institute. The Service Provider will also ensure that the personnel deployed are free from incurable contagious disease, and medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The Service Provider should ensure that worker/ hands deployed are not drug addicts and does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
- (q) Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.
- (r) Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.
- (s) **The period of contract will be for TWO (02) YEARS** from the date of commencement of services/work which may be extended for a further period of **ONE (01) YEAR** subject to satisfactory performance and requirement of the Institute as per same Terms & Conditions.
- (t) The agency must have proper mechanism for Intake, verification of candidate's character and antecedents, management and deployment /placement of the skilled manpower.
- (u) Work experience along with work /job orders of the Service Provider for providing manpower during the last five years is to be furnished.
- (v) The Service Provider will provide job/service of the specified standards only (in terms of qualifications and skill requirements) for each area/department of job/service as required by the Institute.
- (w) The persons deputed shall not be below the age of 18 years and above 60 years of age (or as applicable) and should be physically fit & healthy for performing assigned duties.
- (x) Representative of Service Provider shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of IIM Calcutta, they shall work under the directives and guidance of *IIM Calcutta*.

(y) The person deployed by the Service Provider should be disciplined and will not participate in any activity prejudicial to the interest of IIM Calcutta. In case any of the person so deployed by the Service Provider does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Service Provider on the order of the Institute, shall immediately withdraw such person(s) from the premises of the institute.

(z) In case of personnel of the Service Provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Calcutta, it shall be the sole responsibility of the Service Provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Calcutta.

(aa) In case IIM Calcutta is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Service Provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the Service Provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.

(ab) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Service Provider.

(ac) The Competent Authority, *IIM Calcutta* shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding.

(ad) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.

(ae) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.

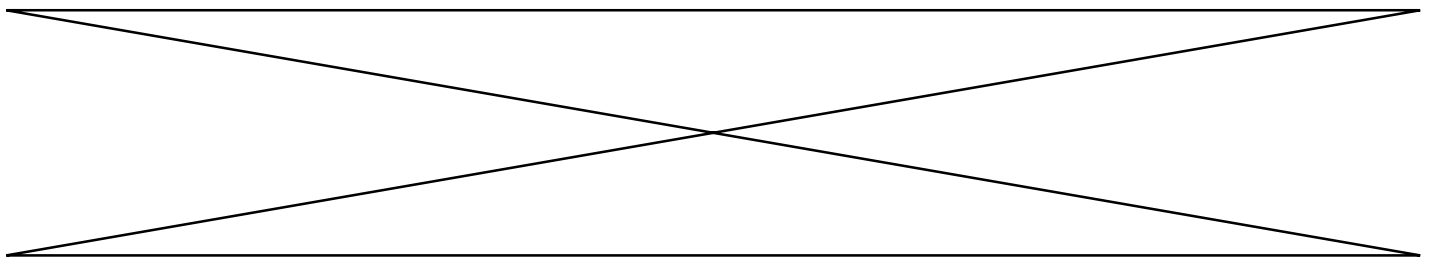
(af) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works.

(ag) Nodal person(s) should be positioned at IIM Calcutta Campus by the Service Provider for the Job Contract with whom the Concerned Dept. of the Institute will take up all pertaining issues. His contact No. & other details should be shared by the Service Provider.

(ah) At no point of time, the personnel employed by the agency will do any type of gathering, protest, agitation, strike or take part in any procession against the IIMC or any officials of the IIMC or any decisions of IIMC. If any such act reported or seen, then the service provider will be duty bound to dismiss such employee with immediate effect and provide a suitable replacement as per the terms and conditions in vogue.

(aj) Service Provider will ensure that services as per the contract in vogue must not be hampered or the quality of the service must not be compromised at any point of time. Failing to the same, the relevant clauses of the contract will be invoked.

(ak) The personnel deployed by the service provider will not be associated or will not be a part of any Union or Political parties and bodies with reference to his/ her profession.



### **PART III - STANDARD CONDITIONS OF RFP**

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
  - (a) The Service Provider will be responsible for compliance of all statutory provisions relating to Minimum Wage, Provident Fund and Employee State Insurance etc. in respect of the persons deployed in IIMC.
  - (b) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to IIMC to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
  - (c) The Service Provider shall maintain all statutory Registers under the applicable law. The agency shall produce the same on demand to the concerned authority of this secretariat or any other authority under law.
  - (d) In case the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IIMC is put to any loss/obligation, monetary or otherwise, IIMC will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency to the extent of the loss or obligation in monetary terms.
  - (e) After Award of Contract, if the Service Provider is found to be charging any amount from the employees on its roll in any manner, in that case the contractor shall be liable to the terminated immediately with forfeiture of performance security amount and also the firm will be debarred and recommended to appropriate authority for blacklisting.
3. **Effective Date of the Contract.** The contract will be in effect from the day of issue of Work/ Purchase Order/ Contract Agreement.
4. **Award of Contract.**
  - (a) **Contract Period:** The service contract will be awarded initially for **TWO (02) YEARS** from the date of issuance of work order which will be reviewed every year. If the performance is found not satisfactory at any time, the contract may be terminated before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of manpower deployed by the Service Provider. IIMC reserves the right to extend the service period for further period of one year beyond two year based on the performance on the recommendation of the committee constituted for the purpose on the same terms & conditions as mentioned in Tender Document.
  - (b) The Institute reserves the right to increase or decrease the workload during the contract period at any time. It shall be the responsibility of the Service Provider to comply with the requirement of the Institute failing which lead to penalty as decided by the committee. The Institute may ask the Service Provider to remove any personnel at any time without any limitation of time. It shall be the duty of the Service Provider to withdraw the personnel immediately from campus.
5. **Performance Evaluation.** The performance of the Service Provider in compliance with the terms and conditions of the tender document will be evaluated by the designated committee of IIMC on completion of every year. The report of the committee will be placed to the Competent Authority of IIMC and the decision of the committee will be communicated to the Service Provider for compliance. Performance matrix and format is enclosed for information of service provider at **Annexure III of Appendix 'A'**.
6. **Dispute Resolution.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and

Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

7. **Conciliation and Arbitration.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

8. **Penalty for use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offence by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

9. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

10. **Termination of Contract.**

- (a) The contract may be terminated by serving one month's notice, in case the Service Provider:-
  - (h) Assigns or sub contracts any of the service(s).
  - (ii) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
  - (iii) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
  - (iv) Any violation of instruction / agreement or suppression of fact.
  - (v) Contractor being declared insolvent by competent court of law.
- (b) If Service Provider desires to exit the contract in normal circumstances, a three months' notice, in advance should be produced by the agency.
- (c) On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIM Calcutta shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.
- (d) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.

- (e) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIM Calcutta) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.
- (f) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than FORTY EIGHT (48) HOURS beyond stipulated time and due to causes of Force Majeure for more than FORTY EIGHT (48) HOURS after the schedule date of delivery.
- (g) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (h) The BUYER has noticed that the Contactor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (j) As per decision of the Arbitration Tribunal.
- (k) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.
- (l) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (m) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- (n) If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

11. **First-Aid Facilities.** At every work place first aid facilities shall be provided and maintained, so as to be easily accessible during working hours, First-Aid boxes at the rate of not less than one box per 150 contract labour or part thereof ordinarily employed. The First-Aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipment:-

- (a) 6 small sterilized dressings.
- (b) 3 medium size sterilized dressings.
- (c) Large size sterilized dressings.
- (d) 3 large sterilized burn dressings.
- (e) 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
- (f) 1(30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- (g) 1 snake-bite lancet.
- (h) 1 (30 gms) bottle of potassium permanganate crystals.
- (j) 1 pair of scissors.
- (k) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institutes, Government of India.
- (l) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- (m) Ointment for burns.
- (n) A bottle of suitable surgical antiseptic solution.

**Note.** Adequate arrangements shall be made for immediate recoupment of the equipment when necessary. Nothing except the prescribed contents shall be kept in the First Aid box. The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place. No extra payment would be made to the Service Provider for providing the First Aid facilities.

12. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

13. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

14. **Amendments.** At any time THREE (03) DAYS prior to the last date for submission of the tenders, IIMC may for any reason, suo-moto or any response to any clarification by prospective bidder, modify the tender documents by amendments (Addenda/Corrigenda etc.). Any such amendments will only be uploaded in CPP Portal All the bidders who uploaded in CPP Portal prior to such amendment shall take cognizance of such amendments. The amendments, if any, shall be binding on the bidder.

15. **Taxes and Duties:-**

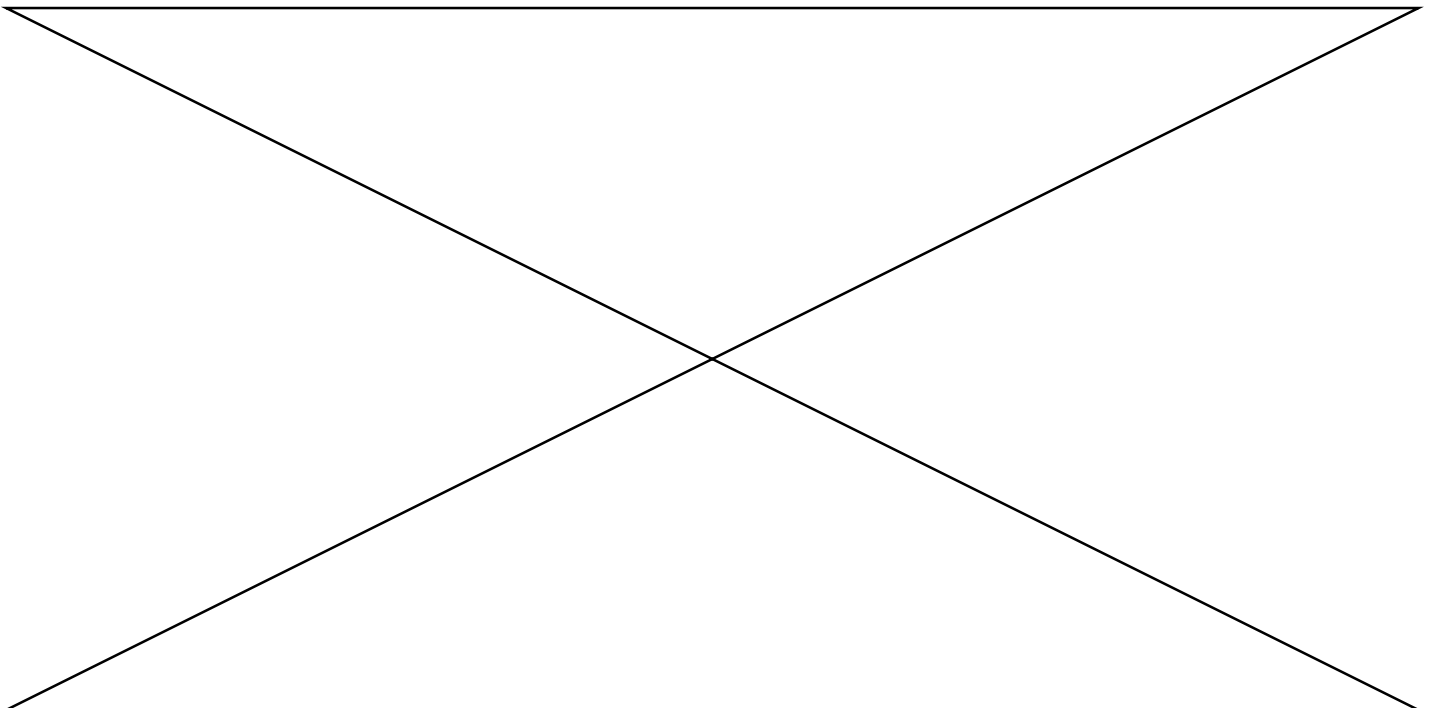
(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the BIDDER/ SERVICE PROVIDER.



## **PART IV – SPECIAL CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'C'** to this RFP

2. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional TWENTY FIVE PERCENT (25%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

3. **Repeat Order Clause.** The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional FIFTY PERCENT (50%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to TWENTY FIVE PERCENT (25%) plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.

5. **Payment Terms.** The Service Provider shall submit the bills along with the attendance sheet at office of concerned Competent Authority for the executed work complete in all respects. The bills will be submitted in the manner and form that may be prescribed by the Competent Authority. Account payee cheque/DD/RTGS for amounts passed in the bill will be issued only after the Service Provider gives stamped receipts for the amount unless the bills are Pre-receipted. Payments will be made only by Account payee cheque/DD/RTGS. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work, penalty etc. from the bills submitted for payment. Income Tax and such other Tax applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. The final Settlement of the bills and refund/adjustment/appropriation of any amount retained from the bills of the Service Provider shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Service Provider on any account. The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through RTGS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:-

- (a) The items will be delivered on a Delivery Challan and Bills/invoices submitted in duplicate.
- (b) Upon receipt of the items and producing of all supported documents by the contractor, payment will be made by the IIMC by online mode
- (c) It is mandatory to the SUPPLIER/vendor to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through RTGS/NEFT mechanism instead of payment through cheque by IIMC.
- (d) Ink signed copy of Service provider's invoice.
- (e) Ink signed copy of Commercial invoice/Service provider's invoice.
- (f) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)



(g) Any other document/Certificate that may be provided for in the Supply Order/ Contract.

(h) On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.

6. **Advance Payment.** NO Advance payments will be made.

7. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the vendor within FIFTEEN (15) days of completion of work/supply.

8. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for services under the contract by the BIDDER/ SERVICE PROVIDER shall in no event exceed the lowest prices at which the BIDDER/ SERVICE PROVIDER sells the services or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the BIDDER/ SERVICE PROVIDER reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

9. **Risk & Expense Clause.** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the BUYER shall after granting the BIDDER/ SERVICE PROVIDER FORTY EIGHT (48) HOURS to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the BIDDER/ SERVICE PROVIDER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(b) In case of a material breach that was not remedied within FORTY EIGHT (48) HOURS, the BUYER shall, having given the right of first refusal to the BIDDER/ SERVICE PROVIDER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(c) Any excess of the purchase price or value of any stores procured from any other SUPPLIER as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the BIDDER/ SERVICE PROVIDER. 100% recovery will be made from BIDDER/ SERVICE PROVIDER.

10. **Force Majeure.** Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

(a) **DEFINITION.** As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Sub Paragraph (i), (ii) and (iii) respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

(i) **Non-Political Event.** For purposes hereinabove, Non-Political Event shall mean one or more of the following acts or events:

(aa) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Service Provider's Site or beyond design specifications for the Construction Works) or landslide;

(ab) Radioactive contamination or ionizing radiation;

(ac) Strikes or boycotts (other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Service Provider for a period exceeding SEVEN (07) DAYS in an Accounting Year, and not being an Indirect Political Event set forth in Sub Paragraph (ii);

(ad) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by IIMC;

(ii) **Indirect Political Event.** For purposes hereinabove, Indirect Political Event shall mean one or more of the following acts or events:

(aa) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of SEVEN (07) DAYS in an Accounting Year;

(ab) Industry wide or state wide or India wide strikes or industrial action which prevent collection of Fees by the Service Provider for a period exceeding a continuous period of FORTY EIGHT (48) HOURS in an Accounting Year; or

(ac) Any public agitation which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of FORTY EIGHT (48) HOURS in an Accounting Year.

(iii) **Political Event.** For purposes hereinabove, Political Event shall mean one or more of the following acts or events by or on account of IIMC or any other Government Agency:

(aa) Change in Law, only when provisions of Article 14 cannot be applied;

(ab) Expropriation or compulsory acquisition by any Government Agency of any Service Provider Facility or rights of the Service Provider or of the Contractors; or

(ac) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider or any of the Contractors to perform their respective obligations under

the Services Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

11. **Specification.** The BIDDER/ SERVICE PROVIDER guarantees to meet the specifications as per **Appendix 'F'** to this RFP.

12. **Transportation.** The contractor is responsible for transport for the delivery of goods to the Consignee's premises (where applicable/ if required) as mentioned in Part II under their own arrangement. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SUPPLIER and the IIMC as such shall not be a party to it.

13. **Quality Assurance.** The goods supplied under the contract should conform to the standards, quality and specifications as per the requirement of BUYER. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be ~~Departmental Inspection~~ / User Inspection / ~~Joint Inspection~~ / Self-certification.

15. **Claim.** The following claims clause will form part of the contract placed on successful bidder:-

(a) The claims may be presented either on quantity of the items/ goods (where ever applicable), where the quantity of items/ goods does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within FORTY EIGHT (48) HOURS under own arrangement of the contractor.

(c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within FORTY EIGHT (48) HOURS of completion of inspection and acceptance of goods and will be submitted to the Contractor.

(d) The Contractor shall collect the defective/damaged or rejected items from the location nominated by the BUYER and deliver the replaced goods at the same location under Contractor's own arrangement.

(e) The quality claims will be raised solely by the BUYER and without any certification/ countersignature by the Contractor's representative stationed in India.

(f) Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SERVICE PROVIDER and IIMC as such shall not be a party to it.

16. **Warranty/ Guarantee/ Defect Liability Clause.**

(a) The contractor should covenant that, it is a condition of the contract that all Goods supplied to the BUYER under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the BIDDER/ SERVICE PROVIDER's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

(b) Obligations of the contractor under the warranty clause shall survive even though:-

(i) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the BUYER.

(ii) The contract is terminated for any reason whatsoever.

(c) The BUYER shall promptly notify in writing to the contractor, if during the period above, the supplied goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the BUYER in that behalf being final and conclusive).

(d) Upon receipt of such notice, the contractor shall, within FORTY EIGHT (48) HOURS (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.

(e) A penalty of 0.5% (ZERO POINT FIVE PER CENT) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance Security Guarantee. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, BUYER shall be entitled to encashment of whole of Performance Security Guarantee. In such an event, action for inordinate delays would also be taken as per the Rules and Regulations of Govt of India.

(f) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

(g) If the contractor, having been notified, fails to rectify/ replace the defect(s) within FORTY EIGHT (48) HOURS (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default, and the BUYER shall avail any or all remedial action(s) there under.

(h) Payment will be made on NO WORK NO PAY basis. A penalty of 0.5% (ZERO POINT FIVE PER CENT) of the contract value for the EACH NON COMPLETION OF WORK shall be recoverable from the Performance Security Guarantee.

## **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

### **1. Evaluation Criteria.**

(a) **Technical Bid in respect of those Bidders will ONLY be opened who have attended Pre Bid Meeting/ Conference on the date and time mentioned in Tender Document/ NIT. Bid in respect of those Bidders who have not attended the Pre Bid Meeting/ Conference will be SUMMARILY REJECTED without assigning any further reason AND any representation in this regard, at later stage, will NOT be entertained by the Procuring Entity.**

(b) The tenderer who will emerge as L-1 in overall lowest rates of total required quantity as mentioned in **Appendix 'A'** to this RFP will be considered for award of contract as per the Bid Price as per BOQ (Bill of Quantities).

(c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(f) The bid evaluation will be done by the following LEAST COST SYSTEM (LCS) method prescribed in GFR-2017 (amended from time to time):-

(i) According to this, the Technical Bid will be evaluated first as per the prescribed parameters.

(ii) Financial Bids will be opened for these technically qualified bidders only.

(iii) If the lowest quoted bidder is unable to take the assignment within the prescribed period due to any reason whatsoever, the second lowest will be considered, if approved by the Competent Authority of the Institute. The bid security of the lowest bidder will be forfeited.

### **2. Price Bid Format.** Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities) (as per **Appendix 'H'**).

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: Vendors are requested to carry out calculations in commercial bid form carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to supply the said goods.**

**SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK (SOW)**

**SERVICES**

**1. SCOPE OF SERVICES**

SERVICE PROVIDER to render Gardening services and Sweeping and Cleaning of Metal Roads and Hard Cemented areas in the entire premises *for round the clock and as per requirement of the IIMC*. Sweeping will be done by Manual Sweeper as and where required basis as per the discretion of USER.

**A. SCOPE OF SERVICES – GARDENING (IIMC CAMPUS)**

**(i) Total area for Gardening in Square Meter. – 1,68,042 (APPROX.) Tentative details of area as given below:**

Sl. No	Name of location		Length	Breadth	Area (Sq.m.)	Minimum Frequency of Service (or as per requirement)
1	Entrance island	3.14 x 9.00 x 9.00			254.34	Weekly & Sweeping of lawn area Daily
2	Engineering Div. & Coffee Corner area	Main gate left side north	27	8	694.00	Weekly & Sweeping of lawn area Daily
		Cooperative front side	22	12		
		Coffee corner front	20	3		
		Engineering Div. back side	22	7		
3	SBI & Gate No.2 area	SBI right side front	35	10	1880.00	Weekly & Sweeping of lawn area Daily
		SBI left side	34	21		
		Gate No.2 & SBI Front	29	18		
		Gate No.2 South side	45	4		
		SBI back side	19	6		
4	TATA Hall	TATA Hall Front Left side	70	15	4416.00	Twice in a month & Sweeping of lawn area Daily
		TATA Hall Front Right side	41	15		
		TATA Hall Back side Right	40	24		
		TATA Hall Back side Left	29	9		
		TATA Hall West side	50	18		
		TATA Hall East side	30	10		
		TATA Hall Middle	22	15		
5	Ramanujan Hostel	Left side Front	68	7	7170.00	Twice in a month & Sweeping of lawn area Daily
		Right side Front	59	7		
		East Side	22	12		
		West Side	22	25		
		Volleyball Ground	40	20		
		Back side -Right	60	27		
		Back side -Left	60	26		
		Back side	35	28		
		Inside Left	21	15		

		Inside Right	16	12		
6	Tennis court & Basketball area	Basketball ground - west	28	10	2754.00	Twice in a month & Sweeping of lawn area Daily
		Basketball ground - north	28	3		
		Basketball ground - south	28	17		
		Tennis Court - south	36	16		
		Water tank- west	30	5		
		Water tank- south	16	7		
		Water tank- east	30	4		
		Water tank- north	15	8		
		Gym - north	34	14		
		Gym - east	30	12		
7	VLMP Hostel area	Front - left side	22	27	4244.00	Twice in a month & Sweeping of lawn area Daily
		Front - right side	30	33		
		Back side	50	42		
		East Side	20	10		
		West Side	36	10		
8	Annex & Tagore Hostel	Annex Inside - Right	20	18	7015.00	Twice in a month & Sweeping of lawn area Daily
		Annex Inside - Left	18	18		
		Annex - Middle	16	12		
		Annex - East	19	6		
		Annex - Backside	38	28		
		Store - Backside	38	17		
		Tagore - East	103	30		
		Tagore Canteen-Left	25	5		
		Tagore Canteen-Right	23	5		
		Tagore - Middle	17	5		
Between Annex & Tagore	50	18				
9	New Hostel	West	64	17		Twice in a month & Sweeping of lawn area Daily
		Backside	60	19		
		Front - left side	35	16		
		Front - right side	26	16		
10	Swimming Pool area	West	49	37	2989.00	Twice in a month & Sweeping of lawn area Daily
		Front	28	9		
		East Side	42	12		
		Backside	28	15		
11	MCHV area	South-west	29	14	5864.24	Twice in a month & Sweeping of lawn area Daily
		North-west	30	14		
		North-east	30	14		
		South-east	28	14		
		Coal-India Dome - North	16	8		
		Coal-India Dome - west	23	11		
		Coal-India Dome - east	25	15		

		Coal-India Dome - Front	3.14 x 4.00 x 4.00			
		Store Room - East	16	8		
		Store Room - West	44	14		
		East Side (Toilet side)	30	15		
		North side	16	10		
		West Side	50	15		
		North-west	28	8		
		North-east	42	26		
12	Auditorium area	Front - Beside pond	120	30		<i>Twice in a month &amp; Sweeping of lawn area Daily</i>
		Front	47	7		
		South side	60	24		
		South-east	40	19		
		Right side	33	3		
		Left side	65	8		
		Parking - west	50	4		
		Parking - southwest	12	14		
		Parking - south	30	24		
		Generator room - Northeast	9	9		
		Generator room - Southeast	13	11		
		Generator room - South	22	24	8588.00	
13	NTB area	Right side	27	25		<i>Twice in a month &amp; Sweeping of lawn area Daily</i>
		Left side	26	23		
		West Side	58	30		
		East Side	71	18		
		Backside	55	30	5941.00	
14	Library & Staff Canteen area	West Side	55	23		<i>Twice in a month &amp; Sweeping of lawn area Daily</i>
		Backside	42	16		
		Front - left side	22	15		
		Front - right side	28	17		
		Staff Canteen - Front	27	14		
		Staff Canteen - South	22	22	3605.00	
15	ADM Building & CAM Centre area	West Side	27	10		<i>Daily &amp; Sweeping of lawn area Daily</i>
		Front - left side	45	13		
		Front - right side	35	24		
		ADM - Backside	50	30		
		CAM Centre - Front	33	11	3558.00	
16	New Academic Building	Front	50	35		<i>Weekly &amp; Sweeping of lawn area Daily</i>
		K Block - Left side	18	10		
		K Block - Right-side	16	7		
		K Block - Backside North	18	5		
		K Block - Backside	34	3		
		L Block - Backside	30	7		
		M Block - Backside	12	2		
		N Block - Backside	30	8	2864.00	



		Fin. Lab. - Backside	12	3		
		Fin. Lab - South side	30	4		
17	Instructional Building (A, B & C Block)	A Block - Front	56	22	3950.00	Weekly & Sweeping of lawn area Daily
		A Block - Westside	10	6		
		L2 Class Room - Front	14	11		
		L1 Class Room - Front	15	11		
		L1 Class Room - Backside	13	10		
		L2 Class Room - Backside	13	10		
		L2 Class Room - West	11	4		
		B Block - Front	35	16		
		A Block - Eastside	11	2		
		C Block - Front Left	35	10		
		C Block - Front Right	35	15		
		C Block - West	9	2		
		B Block - West	10	3		
		C Block - Backside	52	10		
C Block - East	10	1				
18	Old Powerhouse area	North side	17	8	1442.00	Twice in a month & Sweeping weekly
		Front	50	5		
		Westside	31	11		
		Backside	65	11		
19	Security office area		32	7	224.00	Daily & Sweeping of lawn area Daily
20	Main gate parking area		25	16	400.00	Weekly & Sweeping of lawn area Daily
21	Parking to Sishu Niketan School	Main gate to Viru more- right	150	14	3500.00	Twice in a month & Sweeping Daily
		Viru more to Y junction-right	150	7		
		Y junction to Sishuniketan	35	10		
22	Parking to Water tank	Main gate to viru more-left	150	9	1626.00	Twice in a month & Sweeping Daily
		Viru more to Y junction-left	150	1		
		Y junction to water tank	63	2		
23	Sishu nikan School area	Sishsu Niketan front	30	4	444.00	Twice in a month & Sweeping Daily
		Sishu Niketan to Medical	18	18		
24	Water tank area	Water Tank -front	42	32	2604.00	Twice in a month & Sweeping Daily
		Water Tank - north	42	30		
25	NF1	NF1 - back	59	30	2316.00	Twice in a month & Sweeping Daily
		NF1- right	32	12		
		NF1 - left	18	9		
26	PGPEX Mess	PGPEX mess - right	14	7	751.00	Twice in a month & Sweeping of lawn area Daily
		PGPEX mess - east	29	14		

		PGPEX mess - back	19	13		
27	Children park		23	21	483.00	Twice in a month & Sweeping Daily
28	Durga Mandap area		38	36	1368.00	Twice in a month & Sweeping Daily
29	B1 & C1 Building area	B1 - Front	40	9	2890.00	Twice in a month & Sweeping Daily
		B1	B1- Right	10		
		B1- Back	40	6		
		Y junction to B block	52	22		
	C1	C1 - Back	52	6		
		C1- right	10	10		
		C1-front	52	10		
		C1- left	14	11		
30	B2 (Medical Unit) & NF2 Building area	Medical - right	17	9	2826.00	Twice in a month & Sweeping Daily
		Medical - left	22	9		
		Medical East	9	5		
		Medical - back	36	16		
	NF2	NF2 - right	17	16		
		NF2- left	14	7		
		NF2- back	56	25		
		NF2- west	14	6		
31	NF3	NF3 - right	35	22	4280.00	Twice in a month & Sweeping Daily
		NF3 - back	56	35		
		NF3 - Left 1	25	14		
		NF3 - Left 2	40	30		
32	Football ground		160	65	10400.00	Twice in a month & Sweeping Daily
33	D1, D2, D3, E4 & E3	D1 - front	28	4	1991.00	Twice in a month & Sweeping Daily
		D1	D1 - Left	9		
		D1 - back	17	32		
	D2	D2 - front	26	4		
		D2 - right	8	4		
		D2 - back	30	2		
	D3	D3 - left	11	5		
		D3 - right	8	13		
		D3 - west	11	1		
		D3 - back	24	1		
		D3 - east	19	16		
	E4	E4 - back	21	2		
		E4 - right	15	11		
		E4 - front	14	1		
		E4 - left	11	7		
	E3	E3 - front	12	2		
E3 - right		13	16			
E3 - back		22	3			
34	Police camp, E1 & D4		58	46	3946.00	Twice in a month & Sweeping Daily
	E1	E1 - front	27	4		
		E1 - right	12	4		

		E1 - left	14	18		
	D4	D4 - front	16	3		
		D4 - east	12	30		
		D4 - back	16	12		
		D4 - west	30	9		
35	E2, F4, F5 & F6	E2 - front	14	3		<i>Twice in a month &amp; Sweeping Daily</i>
		E2	E2 - right	16	5	
		E2 - back	23	5		
		E2 - left	12	3		
	F4	F4 - parking right	40	7		
		F4 - parking back	12	10		
		F4 - back	26	13		
	F5	F5 - back	17	10		
		F5 - front	14	10		
	F6	F6 - back	16	7		
F6 - left		15	3			
F6 - front		25	12			
					1778	
36	F-3	F3 - front	18	4		<i>Twice in a month &amp; Sweeping Daily</i>
		F3 - left	15	4		
		F3 - back	21	2		
		F3 - right	20	4		
		Area in between F-3 & F-6	24	3		
			24	3		
					398.00	
37	F1, F2	F1 - north	29	5		<i>Twice in a month &amp; Sweeping Daily</i>
		F1	F1 - left	6	7	
		F1 - right	10	4		
		F1 - south	18	17		
		F1 - back	27	8		
	F2	F2 - front	22	6		
		F2 - left	17	2		
		F2 - back	18	6		
		F2 - right	40	13		
	Area in between F-1 & F-2	24	3			
					1615	
38	New Power House	North	40	8		<i>Twice in a month &amp; Sweeping Daily</i>
		Front	50	4		
		South	13	3		
		East	45	10		
					1009.00	
39	Lake View Hostel	B Block - West	28	5		<i>Twice in a month &amp; Sweeping of lawn area /landscaping area Daily</i>
		B Block - inside	38	5		
		B Block - south east	31	4		
		B Block - west Pond side	30	26		
		B Block - South west	30	3		
		B Block - South	38	3		
		B & C Block - East side front	25	25		
		B & C Block - west	20	9		
					6839.00	

		B & C Block - Pond side	40	10		
		C Block - inside	42	6		
		C Block - north east	29	4		
		C Block - east	35	3		
		C Block - North garden	38	3		
		C Block - east front	26	38		
		C Block - south garden	30	7		
		Canteen - south	27	5		
		Canteen - north	41	12		
		Canteen - west	41	7		
		Kitchen - south	32	9		
		Kitchen - north	38	18		
		Cycle stand - west	25	21		
40	MDC	A - west side	32	13		<i>Twice in a month &amp; Sweeping of lawn area Weekly</i>
		A - East side	26	15		
		A - South	48	30		
		A & B - Road side	55	1		
		B - South East	46	25		
		C - West side	70	19		
		C - East side	36	28		
		C & D Road Side	160	1		
		D - West side	52	43		
		D - East side	66	32	10297.00	
41	Road side (New Hostel to L.V.H)	Wall side - 1	240	8		Twice in a month
		Wall side - 2	110	1		
		Wall side - 3	90	1		
		Wall side - 4	180	1	2300.00	
42	Road side (New Hostel to L.V.H)	Inside - 1	240	1		Twice in a month
		Inside - 2	110	1		
		Inside - 3	90	1	440.00	
43	Road side (Football ground to foot-bridge)	- West side	40	2		<i>Twice in a month &amp; Sweeping of lawn area Weekly</i>
		- East side	76	2	232.00	
44	Road side (Football ground to MDC) - North side	North side	140	3		<i>Twice in a month &amp; Sweeping of lawn area Weekly</i>
		North left	103	3	729.00	
45	Road side (Football ground to Executive Hostel) - Right		124	2	248.00	<i>Twice in a month &amp; Sweeping of lawn area Weekly</i>
46	Road side (Auditorium to New Foot bridge)	South side	180	2		<i>Twice in a month &amp; Sweeping of lawn area Weekly</i>
		North side	30	3	450.00	
47	Lake (P1) West side	Lake P1: Lake in front of Auditorium	105	3	315	Twice in a month
48	Lake (P1) North side		170	4	680	Twice in a month
49	Lake (P1) East side		49	4	196	Twice in a month

50	Lake (P1) South side		81	3	243	Twice in a month
51	Lake (P2) West side		49	2	98	Twice in a month
52	Lake (P2) North side		130	10	1600.00	Twice in a month
			60	5		
53	Lake (P2) East side		55	2	110.00	Twice in a month
54	Lake (P2) South side	Lake P2: Lake in front of Tata Hall	120	1	120.00	Twice in a month
55	Lake (P3) (North) side & Parking side	Lake P3: on the right side of road from main Gate to Adm. Bldg.	81	7	743.00	Twice in a month
			44	4		
56	Lake (P3) North side & East side		120	3	1725.00	Twice in a month
			105	13		
57	Block E & F		240	90	21600.00	Twice in a month
58	Additional Area	Upto newly Constructed Boundary Wall of the Entire Campus	70	60	7000.00	Twice in a month
		<b>Total gardening area</b>			<b>168042.25</b>	

In a broad sense, the Gardening works will comprise of maintenance of garden, lawn & plants, application of pesticides, manuring, removal of weed, collection of dry leaves, watering, making flower beds along with flowers, arranging flower pots during occasions etc. & all the above mentioned areas should always be maintained in a neat & clean condition.

**Note:**

1. The areas mentioned herein are tentative areas only, to provide an overall idea of the areas. However, it may clearly be noted that there may be variation in actual for which IIMC shall not bear any additional cost.
2. The frequency mentioned against each area is the minimum frequency required to maintain the areas in a clean condition at all times. However, the same may vary as per actual, depending on the season as well as the specific requirement by the Institute. However, no extra payment will be made for the same.

**B. SWEEPING AND CLEANING OF ALL METAL ROADS, HARD CEMENTED AREAS AND HARD/SOFT SOIL AREAS BY MANUAL SWEEPER (AS PER APPLICABILITY OR DIRECTION OF USER).**

**TOTAL AREA IN SQUARE METER - 24,085 (APPROX.) additional area (7,000 Sq. Mtr. Approx.) up to newly constructed boundary wall of the entire campus.**

(a) Sweeping & Cleaning should be done in the common space (stair cases), landing space, ground floor, Car Parking areas including drains in the surrounding areas of the Bldgs.

(b) Sweeping, Cleaning & Garbage Cleaning to be done on a regular basis.

(c) Working areas are Metal Roads from the Main Gate of IIMC up to New Hostel via MCHV including adjacent roads. All types of garbage such as paper cups, cigarette packets, torn cloths, dry leaves etc. scattered on both sides of the roads should be cleaned and placed out of the campus in a segregated area (if any) or in a secured way so as not to create nuisance to the nature or the public at large. This job includes cleaning of garbage from the dustbins placed in the ABC Blocks, Canteen, MBA Hostel areas and Power House.

(d) The above-stipulated job in the above-mentioned areas shall be done every day including Saturdays & Sundays or as specified by IIMC.

- (e) Sweeping Metal roads (on a regular basis) in Campus Residential Areas to be done by manual sweeper.
- (f) Sweeping of surrounding metal roads of the Auditorium to be done by manual sweeper.
- (g) Applying Bleaching Powder & Carbolic Acid (as per requirement).
- (h) Spraying of Bleaching Powder and Carbolic Acid at the surroundings areas and also campus residential staff quarters.
- (j) Metal road from New Hostel to Lake View Hostel and Football Ground (quarter side) to Lake View Hostel via MDC to be cleaned as per requirement.
- (k) Cleaning of all the metal roads including all the hard cemented areas to be done.

**(l) Tentative area details of Total metal road as under:**

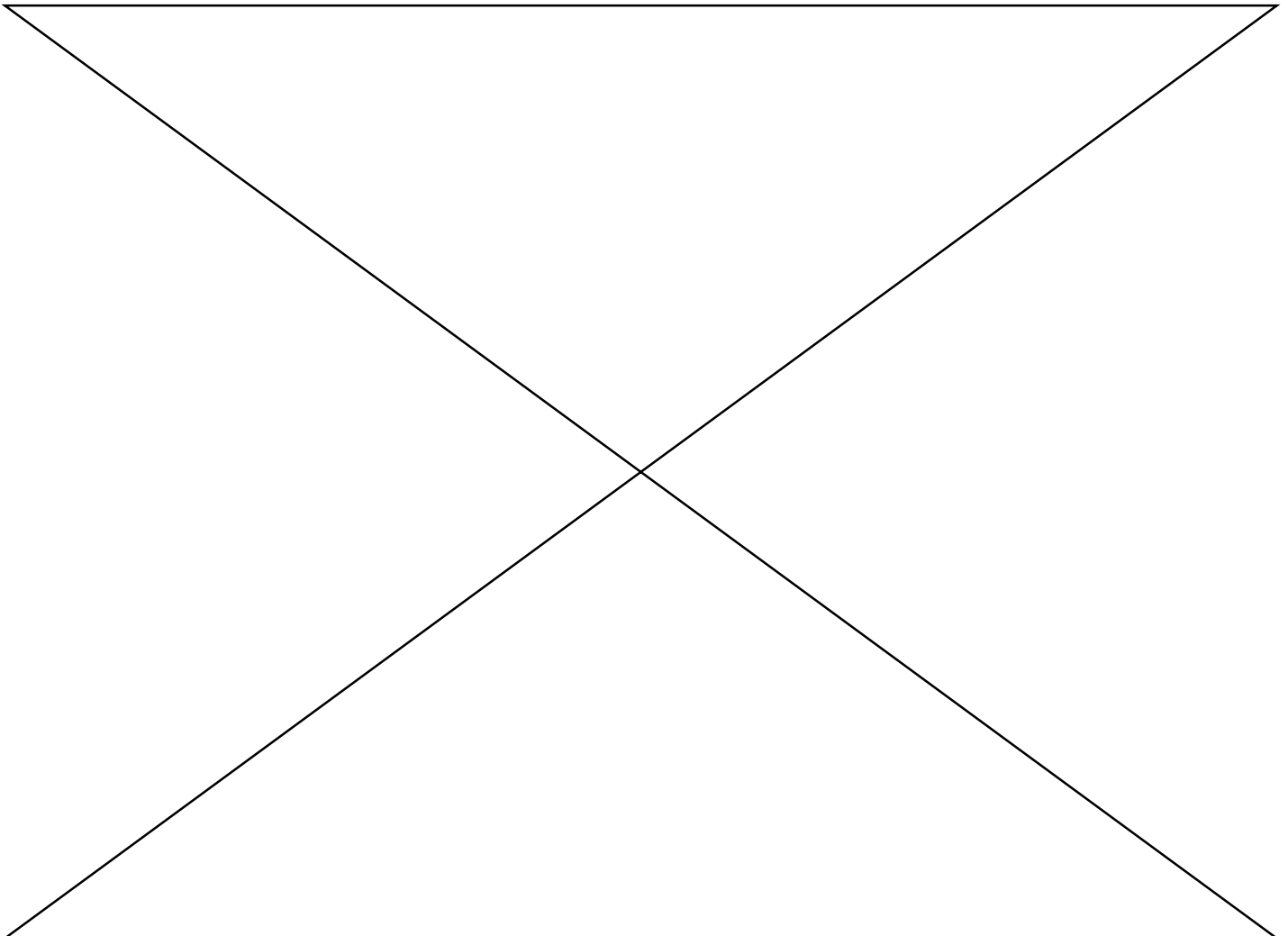
Sl No	Description of item	Unit	Nos	Length (m)	Breadth (m)	Height (m)	Quantity	Cum. Qty.
<b>Total Open-Graded Premix Surfacing</b>		Sq Mtr	<b>24085</b>					
1	In front of main gate	Sq Mtr	1	90.000	16.500		1485.000	
2	Towards Residential zone	Sq Mtr	1	270.000	6.200		1674.000	
3	In front of NF1	Sq Mtr	1	180.000	6.200		1116.000	
4	In front of NF3 and Park	Sq Mtr	1	90.000	5.000		450.000	
5	West side of play ground	Sq Mtr	1	60.000	3.500	-	210.000	
6	Play Ground to New Hostel	Sq Mtr	1	1235.000	5.000		6175.000	
7	Beside New Hostel	Sq Mtr	1	99.000	5.000		495.000	
8	33kv Substation	Sq Mtr	1	3.100	7.000		21.700	
		Sq Mtr	1	6.500	9.600		62.400	
		Sq Mtr	1	25.000	3.000		75.000	
		Sq Mtr	1	22.000	4.000		88.000	
		Sq Mtr	1	5.000	4.000	-	20.000	
		Sq Mtr	1	6.000	4.500	-	27.000	
9	New Hostel to Ramanujan Hostel	Sq Mtr	1	510.000	5.200	-	2652.000	
10	MCHV Parking	Sq Mtr	1	28.000	9.000		252.000	
		Sq Mtr	1	8.000	6.000		48.000	
11	Tagore Hostel to Auditorium	Sq Mtr	1	435.000	4.200		1827.000	
12	Tata Hall to Coffee corner	Sq Mtr	1	80.000	5.200	-	416.000	
13	Front of 2 <sup>nd</sup> Gate and SBI	Sq Mtr	1	125.000	5.500	-	687.500	
14	Engineering Division to NAB	Sq Mtr	1	185.000	3.500	-	647.500	
15	Parking beside ABC Block	Sq Mtr	1	50.000	14.000		700.000	
		Sq Mtr	1	60.000	3.500		210.000	
16	Entry of Central School	Sq Mtr	2	140.000	3.500		980.000	
17	Front of F1	Sq Mtr	2	70.000	3.500		490.000	
18	Beside Gym	Sq Mtr	2	90.000	4.200		756.000	
19	Staff Quarter	Sq Mtr	2	360.000	3.500		2520.000	

### **1.3 SERVICES FOR SPECIAL OCCASIONS**

If at any time during the existence of the contract, **IIMC** desires to utilize the services of the SERVICE PROVIDER for any special days, events or otherwise including but not limited to Board of Governors' meetings, 15th August, 26th January, IIMC Foundation Day, Annual Convocation Day, any other day as designated by IIMC and communicated to SERVICE PROVIDER, the SERVICE PROVIDER shall arrange the same at the rates to be mutually agreed upon (provided the items, are outside the rates of the items already agreed to) between the SERVICE PROVIDER and the concerned IIMC Department. Similarly, in case, **IIMC** desires to include any new specification in this contract, this will be negotiated with the SERVICE PROVIDER. The final decision will rest with **IIMC**.

**1.4** This Appendix contains the following Annexures:-

- (a) Annexure I : Materials, Labour and Equipments : IIMC and Service Provider.
- (b) Annexure II : General
- (c) Annexure III : Inspection and Evaluation.
- (d) Annexure IV : Service Specification and Standard Operating Procedure (SOP).
- (e) Annexure V : Insurance.
- (f) Annexure VI : Safety, Health and Environment Management System.
- (g) Annexure VII : Proforma of Appointment Letter.



**MATERIALS, LABOUR & EQUIPMENT: IIMC & SERVICE PROVIDER**

**SERVICE PROVIDER**

SERVICE PROVIDER shall be and remain at all times exclusively responsible to provide all material, labour, equipment, machinery, facilities, utilities and consumables and temporary works and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the Job Description, Schedule of Rates, the Specification, Plans, Drawings and/or other Contract Documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

Materials supplied by the SERVICE PROVIDER shall conform to the specifications and shall be suitable for the purpose for which they are required. **As and when materials are required, the Service Provider shall provide the same whatever the required quantity may be.**

All the workmen deployed for gardening work need to do all work as the exigencies of work require and as instructed by the Supervisor or requirements of IIMC and shall not refuse any work given to them at any point of time.

**EQUIPMENT AND MATERIAL LIST:**

For the efficient maintenance and development of the horticultural work as detailed herein, all required tools and plants, seeds and seedlings, manure (chemical/bio) will have to be supplied by the Service Provider. The tools and plants/ equipment and machineries to be used should be of latest technology and the same should be sufficient in number to accomplish the entire job as per the given schedule.

The equipment should consist of Lawn Mower Machines along with Blade, Brush Cutter Machines along with Blade, Cutting Threat Roll, Surface Leveller, Hand Roller, Sharpening Flat File, Hansua, Hedge Shear, Phawda, Gamala, Hand Axe, Khurpi, Weeder Sickle, Secateurs, Grass Cutting Sword, Bamboo along with Broom Stick, Spray Machine (Big & Small) etc. Further, sufficient Petrol, Mobil and Polythene Sheet should be supplied on a regular basis for running the machine. Also Soap, Earthen Pots (6", 8" & 10"), Jute Twine (Sutli), Red Oxide etc. should be supplied on a regular basis, as per requirement.

Organic Manure & Fertilizer such as Urea, Di-ammonium Phosphate, Suphala, Ammonium Sulphate, Muriate of Potash, Single Super Phosphate etc. should be supplied as per requirement.

Any other equipment and material in addition to the above, as required for smoothly carrying out the Job Contract services should be supplied by the Service Provider without any extra cost.



**GENERAL**

In addition to the Services, functions and responsibilities described in the Agreement, SERVICE PROVIDER shall perform the Services, functions and responsibilities described herein and provide the specified Deliverables, all in accordance with the terms of the Agreement, this SOW and further adhering to the procedure laid down in Appendix 'A' ('SOP'), the performance criterion, functional requirements and other specifications and standards for such Deliverables described herein. If any Services, functions or responsibilities not specifically described in this SOW are required for the proper performance and provisions of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the Agreement or this SOW. Except as otherwise expressly stated in this SOW, SERVICE PROVIDER shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

**1.3.3 POWER, WATER AND OTHER FACILITIES**

IIMC would be responsible to provide within the scope of work, water, power, at or about the job site(s) for the SERVICE PROVIDER.

IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

**1.4 MANPOWER CRITERIA**

There are no minimum stipulated educational criteria. Expertise and Experience are factors that will be considered.

**1.5 CONDITIONS OF WORK**

Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Appendix 'A').

**IIMC shall not be responsible for any idle time payments to SERVICE PROVIDER.**

All workmen engaged by the SERVICE PROVIDER should maintain the duty hours according to the duty roster prepared by the Estate & Maintenance office. No workman can leave the respective working area under any reason(s) without the prior permission of the respective Admin i.e. Estate & Maintenance office. If, any workman leaves the respective working area during his/her working hours without any permission of the respective Admin, the same should be treated as absent.

**1.6 CONFIDENTIALITY**

All documentation, communication and files handled by Service Provider Employees are of confidential nature and the Service Provider shall ensure that such confidentiality is strictly maintained.

No employee of the Service Provider during the tenure and even after the expiration of this agreement shall divulge/disclose any information which they are made aware of and/or come to know of while handling of documents or files of IIMC to any unauthorized person. Discussion of confidential information in the presence of third parties shall constitute a breach of this agreement.

***It is mandatory that the monitoring/ supervision staff and other workers are not indulged with any type of protest/ agitation. Strict adherence of penalty/punishment to the defaulters to be followed by the vendors with intimation to IIMC.***

## **2. BACKGROUND SCREENING GUIDELINES**

1. Criminal background search of all court records and police verification in each venue of the Contract Person's current and previous addresses over the past ten (10) years.
2. Minimum of at least three (03) confirmed work references prior to assignment at IIMC, if/as applicable.
3. There is no minimum stipulated educational criteria. Expertise and Experience are factors that will be minimum five (05) years of experience with no warning from the employer.
4. SERVICE PROVIDER shall keep copies of background screening documentation and provide certification of their completion to IIMC when requested.
5. All SERVICE PROVIDER employees need to submit a copy of their nationality & residential proof – Aadhaar Card, Election ID Card, Ration Card or Driving License.
6. All SERVICE PROVIDER employees need to submit a copy of their residential address proofs.

The Service Provider should not deploy any employee with criminal antecedent and/or criminal record to render any service at IIMC. The Service Provider should submit a declaration that the employees deployed for rendering the scheduled services do not have criminal antecedent and/or criminal record.

## **3. INSPECTION OF BOOKS AND OTHER DOCUMENTS**

The SERVICE PROVIDER shall allow inspection of the Registers and other documents ribbed under these Regulations by Inspecting Officers and the IIMC Authorized Person or his authorized representative at any time and by the worker or his agent on receipt of due notice at the convenient time.

## **4. UNIFORM**

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform of standard quality on all days of work within the Premises of IIMC. Two sets uniform (shirt and trousers) per annum should be provided to all the workers and one sweater should be provided for the entire contract period.

The IIMC Authorized Person shall have the powers to either disallow entry of workmen found without Uniform inside the IIMC premises or alternatively mark the workers found working without proper uniform as absent for the day.

## **5. BUSINESS CONTINUITY**

The execution of the work(s) shall entail working in all seasons including monsoons. In so far as necessary, the SERVICE PROVIDER shall maintain at each job site at all times such material, men, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or as and when it rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and / or other protection as shall or may be necessary for the work during the monsoon or rains so that the rains or monsoon shall not hamper working.

The SERVICE PROVIDER shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the job sites so as to keep the areas to be worked upon, free of water logging.

The SERVICE PROVIDER shall not be entitled to any extra compensation or remuneration for or related to any work to be done in any season including during the monsoon or for or related to any special arrangements to be made and / or equipment or machinery to be brought to the job site(s) to enable such working.

6. **PRICING** Invoice which is complete in all respects (including but not restricted to) to all compliance documents, attendance reports etc. shall be cleared.

## 6.1 FEES

The following fees apply to the Services to be performed under this SOW:

The Service Provider shall be paid a fixed job contract fee as per relevant rules of Government.

A. The SERVICE PROVIDER's fee shall be inclusive of following components:

- (i) All statutory dues under Minimum wages, PF, ESI, Bonus, Labour Welfare Fund, and such other applicable statutory laws in force in currency. Also, any revision of rates/wages as applicable from time to time will be borne by the Service Provider to comply with the Central Govt. statutory norms during the tenure of the Contract without any forbearance on the Institute.
- (ii) All types of materials required to do effective job performance as laid down in the Standard Operating Procedure.
- (iii) All types of consumables required to do effective job performance as laid down in the Standard Operating Procedure.
- (iv) All type of equipment, structures, scaffolding, etc. required to do effective job performance as laid down in the Standard Operating Procedure.
- (v) All other resources such as Personal Protective Equipment, tools, tackles, etc. required to do effective job performance as laid down in the Standard Operating Procedure.
- (vi) All expenses for maintaining the Govt. guidelines as well as Institute SOPs should be ensured by the Service Provider which include provisions for PPE kit, masks, soap, hand sanitizers, etc. also, compliance of the existing norms by all workers of the Service Provider e.g. maintaining social distancing etc. should be strictly monitored by the Service Provider.
- (vii) Services Charges.
- (viii) Cost of travel, transport of resources, equipment etc. to Owner's locations including local transportation of equipment/spares/consumables (if any).
- (ix) Cost of lodging, boarding and insurance of Service Provider's employees/ resources as required.
- (x) Supervision and other administration overheads.
- (xi) Any other expenses necessary for the satisfactory performance of the work.
- (xii) The fees for providing services as set out in the Schedule annexed hereto is firm and shall not be subject to any revision/review except for specific reason/event mentioned in this agreement.
- (xiii) It is explicitly agreed that the SERVICE PROVIDER has factored in all expected movements and trends in statutory payments while quoting the professional job contract fee.
- (xiv) The SERVICE PROVIDER'S job contract fee shall be fixed during the tenure of contract and shall not be revised for any reason whatsoever during the period of contract except for specific reason/event mentioned in this agreement.

## 6.2 PENALTY:

The SERVICE PROVIDER understands and agrees that performing the services strictly as per the qualitative, quantitative and in a time bound manner requirements as stipulated in the Contract is the essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to IIMC. The SERVICE PROVIDER understands and agrees that without prejudice to IIMC's rights to terminate the Contract, IIMC may, in

addition to or in lieu of such termination levy one or more of the following penalties as applicable if the SERVICE PROVIDER omits or neglects to adhere to the following qualitative, quantitative and time requirements:

## 7. QUALITY OF WORK

SL. No.	Contract Agreement Defaults/Non-compliances	Penalties for Non-compliance
a.	<p><b>Gardening/ Sweeping &amp; Cleaning work</b> schedules are not adhered regarding timing, regularity &amp; utilization of required housekeeping equipment, materials etc. <b>(For this purpose, the SERVICE PROVIDER shall obtain a certificate from the Officer/ Supervisor-in-Charge, IIMC and the certificate(s) is/are to be furnished along with the monthly bill by the SERVICE PROVIDER.)</b></p>	<p><b>Upto 1% of the Quarterly bill amount (of Gardening / Sweeping &amp; cleaning Services) shall be deducted from total bill of the quarter (excluding GST) as per discretion of IIM C in cases falling under clauses a, b, e &amp; f put together in addition to these deduction of amount for those work not done.</b></p>
b.	<p><b>Gardening/ Sweeping &amp; Cleaning services</b> entrusted not done to the satisfaction of IIMC/IIMC Authorized Person/Faculty</p>	
c.	<p><b>Workman:</b> Misconduct/ misbehavior / offence(s): (use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing or any kind of sexual harassment of any colleague, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.) in IIMC premises.</p>	<p><b>If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</b></p> <p><b>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the offence, IIMC may, in the event of such misconduct/misbehaviour on the part of the workmen of the SERVICE PROVIDER forthwith terminate the Contract without any notice and also report the case to the police.</b></p> <p><b>In the event any such misconduct/misbehaviour/offences on the part of the workmen of the SERVICE PROVIDER leads to a pecuniary loss being suffered by IIMC or the trainees/participants/faculties etc. such loss will be made good by the SERVICE PROVIDER.</b></p> <p>Action as decided by IIM C would be recommended to the Service Provider.</p>
d.	<p><b>Damage caused to the property of IIMC</b> or of any of the trainees/faculties/participants etc. present at IIMC premises by willful misconduct or gross negligence on the part of the workmen of the SERVICE PROVIDER.</p>	<p><b>Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the SERVICE PROVIDER and shall recover the same from the payments due to the SERVICE PROVIDER and/or from the security deposit.</b></p> <p><b>Note: If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</b></p>

e.	<b>Non-compliance to Uniform:</b> While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying his personal Identification card with lanyards even after being provided with the same.	<b><i>If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i></b>
f.	<b>Non-compliance of the Institute's safety guidelines e.g. not maintaining social distancing, not wearing mask properly etc.</b>	

## 8. INSPECTIONS & TESTING OF MATERIALS

The IIMC Authorized Person shall be entitled at all times, at the risk of the SERVICE PROVIDER, to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by IIMC or IIMC Authorized Person and/or to direct the SERVICE PROVIDER to inspect and/or test or to get inspected and/or tested, all materials, items and components, whatsoever supplied or proposed for supply for incorporation in the works, inclusive during the course of manufacture or fabrication by the SERVICE PROVIDER and/or at the SERVICE PROVIDER's or his Sub-SERVICE PROVIDER's works or otherwise, of such material, item or component. The inspection and/or tests shall be conducted at the expense of the SERVICE PROVIDER and may be directed by IIMC or IIMC Authorized Person to be conducted by authorized representatives of IIMC/ IIMC Authorized Person or third-party inspection agency(ies) appointed by IIMC. IIMC may also require that all the inspections and tests conducted by the SERVICE PROVIDER at his works or his Sub-SERVICE PROVIDERS' works be carried out in the presence of authorized representatives of IIMC/IIMC Authorized Person/ third party inspection agency(ies) appointed by IIMC. The SERVICE PROVIDER shall provide IIMC/IIMC Authorized Person and/or their representatives/Agents every facility or assistance necessary for carrying out or witnessing, as the case may be, the Test(s)/Inspection(s).

The SERVICE PROVIDER shall also on receipt of intimation of any communication of any inspection or tests by IIMC/IIMC Authorized Person or any of their representative(s)/agency(ies) nominated by IIMC or IIMC Authorized Person in this behalf, present himself or his authorized representative at the place of inspection and/or testing to receive any orders or instructions consequent thereto, as shall be necessary.

The SERVICE PROVIDER shall furnish to the IIMC Authorized Person for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials intended for incorporation in the works, such samples are to be submitted before the work is commenced permitting sufficient time for test(s)/examination(s) thereof of IIMC. All materials furnished and incorporated in the work shall conform to the approved sample(s) in all respects.

The IIMC Authorized Person shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items and components) supplied by the SERVICE PROVIDER for incorporation in the works, notwithstanding previous inspection and/or testing thereof by or on behalf of IIMC without rejection and notwithstanding previous approval thereto by or on behalf of IIMC (the decision of the IIMC Authorized Person as to any defect as aforesaid being final and binding upon the SERVICE PROVIDER), and upon such rejection, the SERVICE PROVIDER shall either perform such work or improvement thereon or in respect thereof, as shall be necessary to bring the material item/component to the requisite standard, or shall, if so required by the IIMC Authorized Person (whose decision in this behalf shall be final), remove the rejected material/ item/ component from the job site within the time specified by the IIMC Authorized Person and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material(s)/item(s)/component(s) approved by the IIMC Authorized Person.

## INSPECTION AND EVALUATION

IIMC reserves the right to evaluate the SERVICE PROVIDER on the following basis:

**QUALITY & EVALUATION CHECKLIST**

Sl. No.	Area	Basis of Scoring	Good Rank 1	Average Rank 2	Poor Rank 3	Score	Remarks
1.	Garden Area	Daily Watering of plants					
2.	Garden Area	Watering of plants as per the season/weather					
3.	Garden Area	Trimming & pruning					
4.	Garden Area- Lawns	<u>Type of work:</u> General appearance Mowing height Water/moisture Edging/trimming Pest/disease control Weed control					
5.	Garden Area - Plants	Plant condition Water/moisture Pest/disease control Cultivation Staking Dead heading Trimming Fertilizing Weed control Edging					
6.	Garden Area	Pesticide treatment with minimal environmental hazards					
7.	Garden Area	Fertilizer usage					
8.	Garden Area	Regular mowing					
9.	Garden Area - Shrubs and Ground Cover	General condition Water/moisture Pest/disease control Pruning Shearing Trimming Weed control Cultivation Fertilizing Mulching					
10.	IIMC Premises	Cleanliness (All Area including Roads)					
11.	Garden Area	Replenishment of uprooted vegetation					
12.	Garden Area	Monthly cleaning area around lakes					

13.	Garden Area - Trees	General condition Water/moisture Pest/disease control Edging wells Pruning Repair Hazards Plant Support Stakes/wires/anchors Base damage/girdling Fertilization Mulch					
14.	IIMC Premises	Upkeep of equipment & tools					
15.	IIMC Premises	Continuity of work					
16.	IIMC Premises	Taking extra initiative during special occasions or festivals					
17.	IIMC Premises	Accumulation of Water					
18.	Garden Area	Cultivation of Seasonal Flowers					
19.	IIMC Premises	Removal of hazards					
20.	Garden Area	Mulching					

**Note:**

- 1 The Evaluation will be done by the Institute on a quarterly basis.
1. Based on the performance of the Service Provider as per the Evaluation sheet given above, appropriate action may be taken by the Institute regarding penalty etc. as mentioned in details under the clause 7 of this document.

**2. CONDITIONS OF WORK**

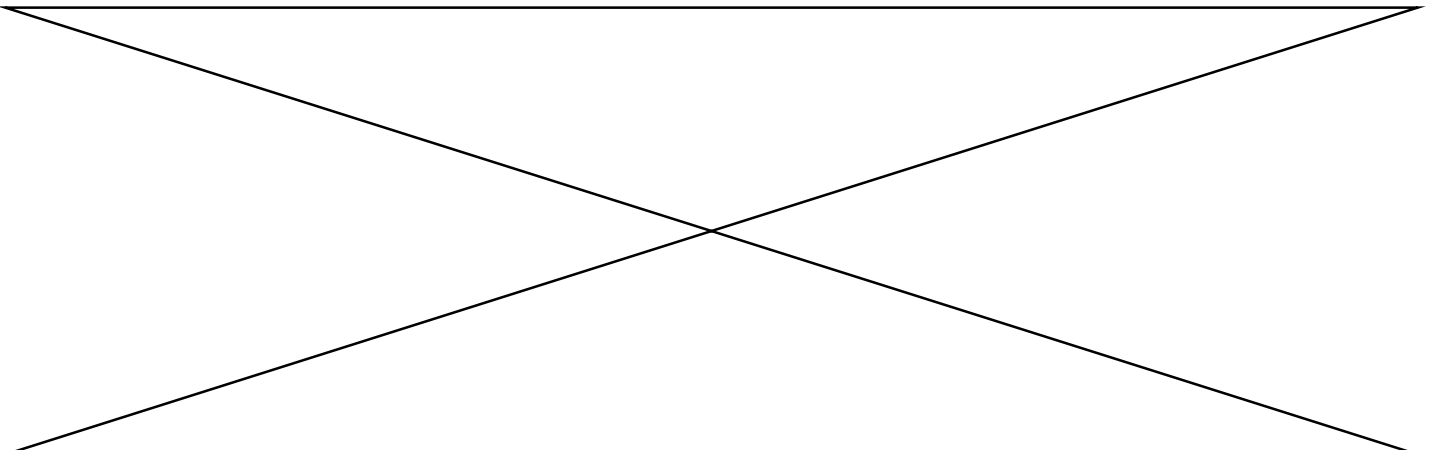
Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Appendix 'A'). IIMC shall not be responsible for any idle time payments to SERVICE PROVIDER. Should it be necessary to work on Sunday and / or holiday, the SERVICE PROVIDER shall so work with extra compensation, after obtaining prior approval from the IIMC.

IIMC AUTHORIZED PERSON

SERVICE PROVIDER AUTHORIZED PERSON

(Signature)

(Signature)



**SERVICE SPECIFICATONS & STANDARD OPERATING PROCEDURE****1. EXECUTIVE SUMMARY**

1.1 The Indian Institute of Management Calcutta, Joka (hereinafter known as IIMC) recognises the important part played by the IIMC's grounds, gardens, in providing a safe, healthy and aesthetically pleasing environment for residents, boarders, faculty, staff and visitors.

1.2 This Standard Operating Procedure establishes the acceptable Gardening/ Sweeping & cleaning of all Metal roads and Hard Cemented areas for the entire IIMC Campus with the following key objectives:

A. Maintain an aesthetically pleasing landscape that is both functional and complementary to IIMC's premises throughout the year.

B. Maintenance of gardens, flower beds, flower pots trees, undertaking tree surgery, sweeping and cleaning of all metal roads

1.3 The contents of this Standard Operating Procedure (SOP) applies to ..... & its contractual staff engaged in Gardening Operations at designated areas within the premises of IIMC Campus, Joka with effect from ....., 2023 to ....., 2025.

**2. MANPOWER DEPLOYMENT**

For Gardening, All Metal Roads and Hard Cemented Area Cleaning Services within IIMC, adequate manpower as shall be required to achieve the objectives of the Scope of Work (Appendix 'A') shall be provided by the SERVICE PROVIDER

**Quantum of work to be done is as per the Scope of Work (Appendix 'A').**

**Quantum of work to be done is as per the table below:**

<b>Sl No</b>	<b>GARDENING ACTIVITY</b>	<b>Periodicity</b>
1	Sweeping of patrol road and open area, all metal roads and hard cemented areas	Daily
2	Garden maintenance work, Children's Park sweeping, trimming of plants. Pesticides application on plants Proper manure has to be given for lawn & plants. Watering of plants and flower pots every day. The frequency of watering per day shall depend on the seasons and the weather of a particular day. (eg. In summer, twice to thrice a day as and when required) Maintenance of lawn including removal of weeds in rose garden area. Preparation of flower beds along with flowers with proper maintenance of the existing flower beds.	Daily
3	Collection of dry leaves from collection area & dispose the same in the dumping pit within the IIMC premises.	Daily
4	Maintenance of lawn including removal of weeds. The lawn has to be treated with pesticides whenever required. Proper application of manure in the lawn. Watering of lawn every day.	Daily
5	Arranging Flower pots during functions and putting them back to their original places after the functions are over	Depend Upon requirement

**3. SPECIFIC RESPONSIBILITES**

- a. Soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, seed sowing, bed preparation and planting.
- b. Garden beds to be maintained free of weeds and plants to be looked after according to specific requirement of the species



c.	Ensure that pruning of shrubs (after flowering), trees and hedges are done appropriately to maintain a good health of the vegetation and further to ensure that the vegetation looks good and even giving an aesthetically good look to the garden and the areas adjacent to it
d.	Lawns to be mowed and edges trimmed at defined periodicity. The cutting height to be kept between 40mm and 70mm. Lawns to be fertilised periodically, using fertilizers
e.	The use and maintenance of hand tools and basic knowledge of light mechanism and appropriate application of the same.
f.	The use of cylinder and rotary mowers, trimmers, leaf blowers and any other gardening equipment as and when required
g.	Ensure a qualitative mowing of the lawn
h.	Oil level checks and check for damage to any mower.
i.	Reporting malfunctioning of equipment to the concerned department
j.	To adhere to the Health & Safety requirements during the course of employment and ensure that no nuisance is caused to any person or the environment at large
k.	To ensure all equipment and machineries are stored securely and in clean condition after use.
l.	Appropriate transplantation of flowers, shrubs and trees
m.	Use natural fertilizers, trim the plants accordingly and water them as specified under 'GARDENING ACTIVITY WORK & MANPOWER MATRIX' of this Appendix and ensure a good and appropriate health of the lawn
n.	Prune trees and hedges in ways that help the plants' health, are safe and look good.
o.	Maintain lawn and grass areas using machinery, natural fertilisers. (repetitive)
p.	To keep the gardens, thoroughfares and footpaths clear and free from debris at all times.
q.	Planting (purchasing, organising etc.)
r.	Keep the outside areas including the area just adjacent to the exterior of the hostel building, the pathways, ponds, steps, walls and the lawn clean and free from debris at all times
s.	Keep the tools under shed / store room in clean and tidy condition.
t.	Ensure that activities described at length throughout this Appendix are done at defined periodicities.
u.	Replenish the areas where doob grass (Cynodon dactylon) have got uprooted and the hedges are regularly trimmed.
v.	Shrubberies of varied nature viz, in groups or in isolation are to be carefully replenished wherever necessary
w.	Seasonal flowers of varied shapes and sizes be planted and maintained and appropriately and more flower beds be created and any work incidental to creation of additional flower beds be done when so directed by IIMC or taking prior approval from IIMC.
<b>4. MISCELLANEOUS FUNCTIONS</b>	
a.	Any activity complementary or incidental to Gardening Services, which IIMC may require from time to time shall be duly performed upon prior mutual agreement between the parties
b.	Vegetative litter should be composted for re-use on site where possible or disposed of in an approved manner
<b>5. REPORTING DAMAGE</b>	
a.	While it is understood that the SERVICE PROVIDER is not responsible for reviewing the site for general hazards, should any dangerous or potentially dangerous situations be observed, then notification should be given at once, verbally, and where necessary in writing, to IIMC AUTHORIZED PERSON/IIMC and to the appropriate public agencies or authorities responsible for the safety and repair of such property as public utilities or for the protection of the environment.
b.	Notification of damage to property site features of the environment should be included in the site report and logbook.

6. The materials to be used for the above stipulated activities or any activity which may be incidental to such activities have been mentioned under the table 'GARDENING MATERIAL LIST FOR IIMC PREMISES' The list is subject to discussions with IIMC to render better services/regular or periodic cost effective services & technologically efficient services.

## **DETAILS OF MATERIALS**

<b>Sl. No.</b>	<b>Item</b>
1	Fertilizer
2	Seedling
3	Fungicide
4	Drain Brush
5	Cobweb Brush
6	Coconut Stick
7	Lime Powder
8	Carbolic Acid
9	Bleaching Powder
10	Round Bucket Bamboo made
11	Any other material(s) as required for carrying out the Job Contract successfully, as per the Appendix given under this contract

## **7. EQUIPMENT**

- a. All equipment for the purpose of Gardening & Sweeping/ cleaning shall be provided by the Service Provider
- b. The equipment to be used for GARDENING purposes shall be ISI certified and procured from approved manufacturers or suppliers after discussions with IIMC.
- c. In case ISI marked materials is not available, materials shall be obtained from sources/suppliers/manufacturers after discussions with IIMC, provided that no approval from IIMC or any representative from IIMC shall relieve the SERVICE PROVIDER from his full responsibility from using materials which are of inferior quality, defective or unstable.
- d. If, during the execution of the work, IIMC finds it necessary to do so, IIMC may, at its discretion and convenience provide labour, machinery and / or equipment to the SERVICE PROVIDER for the performance of the work and / or testing of the works. The terms and conditions excluding compensation for providing such labour, machinery or equipment shall be mutually agreed upon between IIMC and the SERVICE PROVIDER and shall be in addition to the existing clauses unless a specific clause is included in the Contract to the effect that the existing clauses would deem to cover the provisions for supplying labour, machineries or equipment as stipulated above in the paragraph.
- e. IIMC reserves the right to determine the rates at which it shall provide any labour, machinery or equipment to the SERVICE PROVIDER for any purpose/s stipulated in the preceding paragraph and further holds the right to amend the rates from time to time as and when required.
- f. Recoveries: The amount(s) recoverable by IIMC from the SERVICE PROVIDER in respect of labour, equipment and / or machinery procured or supplied by IIMC shall (without prejudice to any other mode of recovery) be debited to the SERVICE PROVIDER's account and deducted from the Running Account of Final Bill(s) of the SERVICE PROVIDER and / or any monies from time to time becoming due to the SERVICE PROVIDER.
- g. Any labour, equipment and / or machinery supplied or procured by IIMC shall be utilized by the SERVICE PROVIDER only for use in the contractual work.
- h. The SERVICE PROVIDER shall ensure safe custody of the IIMC equipment at IIMC premises and shall keep IIMC indemnified against any loss, damage, theft or misuse thereof.
- i. The equipment shall be such that the risk of spillage, inadvertent spraying or misdirection is minimized
- j. **DETAILS OF EQUIPMENT**

<b>Sl. No.</b>	<b>Item</b>
1	Lawn Mower Machine
2	Bush Cutter Machine
3	Garden Tools maintenance/ purchase like bamboos, jhawa, etc.

## **8. UNIFORM:**

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform on all days of work within the premises of IIMC. The uniform provided shall be of skin-friendly fabric which along with the colour shall be approved by IIMC. SERVICE PROVIDER shall further be responsible to provide certain specific apparels to protect the workers from seasonal and climatic hazards, which shall be approved by IIMC in all respect (colour, fabric and design).

## **9. PERSONAL PROTECTIVE EQUIPMENT**

- Selecting proper PPEs depend upon the nature of the job, identified hazards and seasonal and climatic hazards.
- a. When dealing with chemical hazards, material safety data sheet (MSDS) is to be consulted to determine what type of PPE is needed to properly protect employees.
- b. Every chemical on-site should have a corresponding MSDS sheet that gives detailed information about the chemical.
- c. Examples of Types of personal protective equipment to consider:
- d. Safety Gloves (work gloves, latex, nitrile, chemical-specific)
- e. Safety glasses, goggles
- f. Mouth and Nose Cap suffice
- g. Mouth and Nose Cap
- h. Sleeve protectors/Long Sleeve Clothing
- i. Helmet/Hard Hat
- j. Slip-resistant shoes/Appropriate Working Shoes
- k. Slip-resistant long knee length gumboots and raincoats during the monsoons or as and when it rains.

## **10. PERIODIC TRAINING**

- a. The Service Provider shall ensure trainings at frequencies provided below and as decided between IIMC and the SERVICE PROVIDER for all workers deployed under the Agreement. All trainings shall be documented, signed off by attendees and submitted to IIMC Authorized Person upon completion.
- b. Trainings should cover the following areas:
- c. Basic First Aid
- d. Gardening Skill Training
- e. Attitudinal & Behavioural Correction
- f. Supervisory Skill Development
- g. Personal Appearance & Hygiene
- h. POSH Training

## **11. IIMC INFRASTRUCTURE**

### **POWER, WATER AND OTHER FACILITIES**

- a. IIMC would be responsible to provide within the scope of work, Water, Power, at or about the job site(s) for the SERVICE PROVIDER.
- b. IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

## **12. MISCONDUCT**

- a. If and whenever any of the SERVICE PROVIDERS or Sub-SERVICE PROVIDERS or their agent(s) / subagent(s), consultant(s) or employee(s) shall in the opinion of the IIMC Authorized Person (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his / their duties, or if in the opinion of the IIMC Authorized Person (which shall be final) it is undesirable for any reason (which need not be disclosed to the SERVICE PROVIDER) for such person(s) to be employed in the work, the SERVICE PROVIDER, if so directed by the IIMC Authorized Person, shall forthwith remove or cause to be removed such person(s) from

employment thereon, and any person(s) so removed shall not be re-employed in the work except with the prior permission in writing of the IIMC Authorized Person.

- b.** Any person(s) so removed from the works shall be immediately replaced at the expense of the SERVICE PROVIDER by a qualified and competent substitute.
- c.** If any activities of any such person are considered by IIMC or IIMC Authorized Person to be criminal in character and/or prejudicial to the public or national interest, the SERVICE PROVIDER shall, in addition to removing such person(s) as stipulated above, also co-operate with IIMC in lodging such complaints with the police or other authorities as IIMC or IIMC Authorized Person considers necessary, and shall co-operate with IIMC, in handing over such person(s) to the concerned authorities as decided by IIMC.
- d.** The following list of acts shall constitute MISCONDUCT, among other misconducts contained in the Industrial Employment Standing Orders Act, 1946 and Model Standing Orders as applicable: :
- e.** Willful insubordination or disobedience, whether alone or in combination with other
- f.** Theft, fraud or dishonest means
- g.** Taking or giving bribes or any illegal gratification
- h.** Habitual late attendance or absenteeism from work
- i.** Drunkenness, fighting, riotous or disorderly or indifferent behaviour
- j.** Habitual negligence
- k.** Smoking near or around the area where combustible or other materials are locked or consuming tobacco in any form within the IIMC premises
- l.** Habitual indiscipline
- m.** Causing damage to the property of the Corporation or that of the SERVICE PROVIDER or creating willful hindrance in the progress of work.
- n.** Sleeping on duty
- o.** Malingering or slowing down work
- p.** Giving of false information regarding name, age, father's name etc
- q.** Habitual loss of wage cards supplied by the employers
- r.** Unauthorized use of employer's property of manufacture or making of unauthorized articles at the work place
- s.** Bad workmanship in maintenance by skilled workers which is not approved by the Corporation and for which the SERVICE PROVIDER is compelled to undertake rectification
- t.** Making false complaints and/or misleading statements
- u.** Engaging on trade within the premises of the establishments
- v.** Any unauthorized divulgence of business affairs of the employers
- w.** Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer
- x.** Holding meeting inside the premises without previous sanction of the employers
- y.** Threatening or intimidating any workmen or employer during the working hours within the premises or committing any form of riotous behavior
- z.** Non-observance of Safety norms/practices applicable to the Worksite
- aa.** Unauthorisedly leaving the premises of the establishment without the previous permission of the supervisor
- ab.** "sexual harassment which includes unwelcome sexual determined behaviour (whether directly or by implication), such as:-
- ac.** physical contact and advances; or
- ad.** a demand or request for sexual favours; or
- ae.** sexually coloured remarks; or
- af.** showing pornography; or
- ag.** any other unwelcome physical, verbal or non -verbal conduct of sexual nature
- ah.** any type of gathering, protest, strike or take part in any possession against the IIMC or any officials of the IIMC or any decisions of IIMC.
- aj.** Association with any Union or Political parties and bodies with reference to his/ her profession.

### **13. SAFETY CODE**

#### **RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

13.1 Before commencing the work, SERVICE PROVIDER shall submit a "SAFETY PLAN" to the authorized IIMC Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the SERVICE PROVIDER to

ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The SERVICE PROVIDER shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the SERVICE PROVIDER IIMC shall have right to review and suggest modification in the Safety Plan. SERVICE PROVIDER shall abide by IIMC decision in this respect.

13.2 The SERVICE PROVIDER shall take all necessary safety precautions and arrange for appropriate appliances as per direction of IIMC or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

13.3 The SERVICE PROVIDER shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized IIMC officials:

- a. Safety Helmets conforming to IS - 2925: 1984.
- b. Safety Belts conforming to IS - 3521: 1983.
- c. Safety Shoes conforming to IS - 1989: 1978.
- d. Eye and Face Protection devices conforming to IS - 8520: 1977 and IS - 8940: 1978.
- e. Hand and body protection devices conforming to: IS - 2573: 1975 IS - 6994: 1973 IS - 8807: 1978 IS - 8519: 1977.

13.4 All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the SERVICE PROVIDER shall be of safe design and construction. These shall be tested and certificate of fitness shall be obtained before putting them to use and from time to time as instructed by authorized IIMC official who shall have the right to ban the use of any item.

13.5 All electrical equipment, connections and wiring for constructions power, its distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the SERVICE PROVIDER to carry out all types of electrical works. All electrical appliances including portable electric tools used by the SERVICE PROVIDER shall have safe plugging system to source of power and be appropriately earthed.

13.6 Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the SERVICE PROVIDER shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized IIMC official at the site shall also be taken by the SERVICE PROVIDER in all such matters.

13.7 The SERVICE PROVIDER shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

13.8 The SERVICE PROVIDER shall be held responsible for any violation of statutory regulations local, state or central and IIMC instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another SERVICE PROVIDER's or agency's cost of damages if any, to life and property arising out of such violation of statutory regulations and IIMC instructions shall be borne by the SERVICE PROVIDER.

13.9 In case of a fatal or grievous injury to any person at construction sites due to lapses by the SERVICE PROVIDER, the victim and/or his/her dependents shall be compensated by the SERVICE PROVIDER as per statutory requirements. However, if considered necessary, IIMC shall have the right to impose appropriate financial penalty on the SERVICE PROVIDER and recover the same from payments due to the SERVICE PROVIDER for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by IIMC giving opportunity to the SERVICE PROVIDER to present his case.

13.10 In case of any damage to property due to lapses by the SERVICE PROVIDER, IIMC shall have the right to recover cost of such damages from payments due to the SERVICE PROVIDER after holding an appropriate enquiry.

13.11 In case of any delay in the completion of a job due to mishaps attributable to lapses by the SERVICE

PROVIDER, IIMC shall have right to recover cost of such delay from payments due to the SERVICE PROVIDER, after notifying the SERVICE PROVIDER suitably and giving him opportunity to present his case.

13.12 If the SERVICE PROVIDER fails to improve the standards of safety in its operation to the satisfaction of IIMC after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized IIMC official, IIMC shall have the right to take corrective steps at the risk and cost of the SERVICE PROVIDER after giving a notice of not less than seven days indicating the steps that would be taken by IIMC.

13.13 The SERVICE PROVIDER shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized IIMC official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SERVICE PROVIDER to the authorized IIMC official from time to time as prescribed.

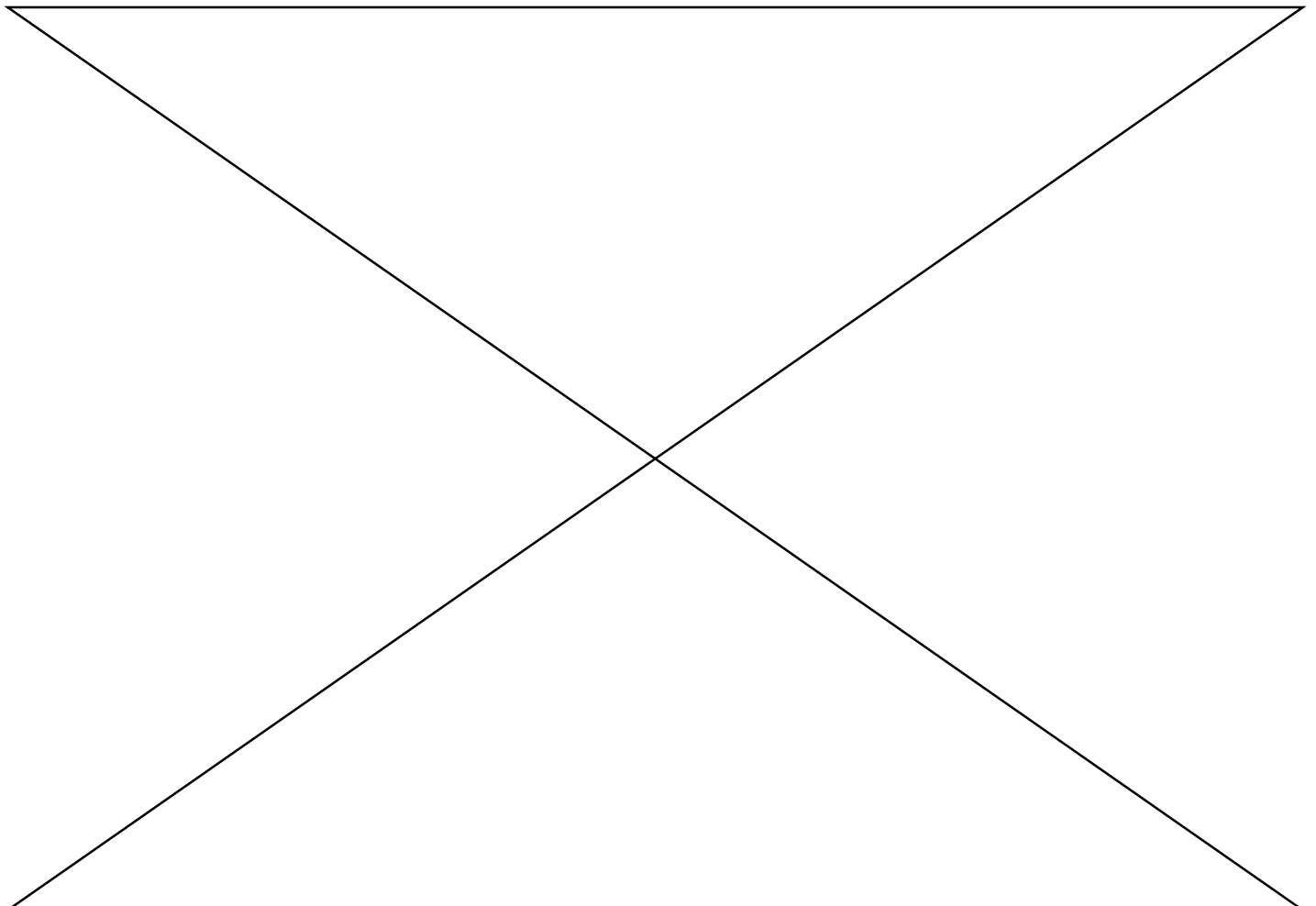
13.14 Before commencing the work, the SERVICE PROVIDER shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of IIMC.

13.15 If Safety record of the SERVICE PROVIDER in execution of the awarded job is to the satisfaction of Safety Department of IIMC, issuance of an appropriate certificate to recognize the safety performance of the SERVICE PROVIDER may be considered by IIMC after completion of the job.

13.16 Before conducting any work which may produce excessive noise, dust or cause any other inconvenience to the staff, students, boarders, faculty etc, the SERVICE PROVIDER shall give adequate notice to the Area-In-charge. Such notice of work shall be given at least one day before commencing such work.

13.17 Handling and application of all chemicals, including, but not limited to pesticides including herbicides, fungicides and insecticides, shall be done in accordance with extant legislations.

13.18 The posting of warning signs and proper advance notification to people in the area shall be done before any spraying is to be carried out.



**REQUIRED INSURANCE**

**1. INSURANCE REQUIREMENTS**

Without limiting SERVICE PROVIDER's liability to IIMC, SERVICE PROVIDER, at its sole cost and expense, shall maintain the following insurance coverage during the term of the Agreement:

**1.1 Employees' Compensation Act Policy (ECA)/ Other Acts in Currency**

All insurance coverage required by statute under the Employees' Compensation Act insurance which provides coverage for employment related death, disability and accidents as per statutory limits.

**2. EVIDENCE REQUIRED**

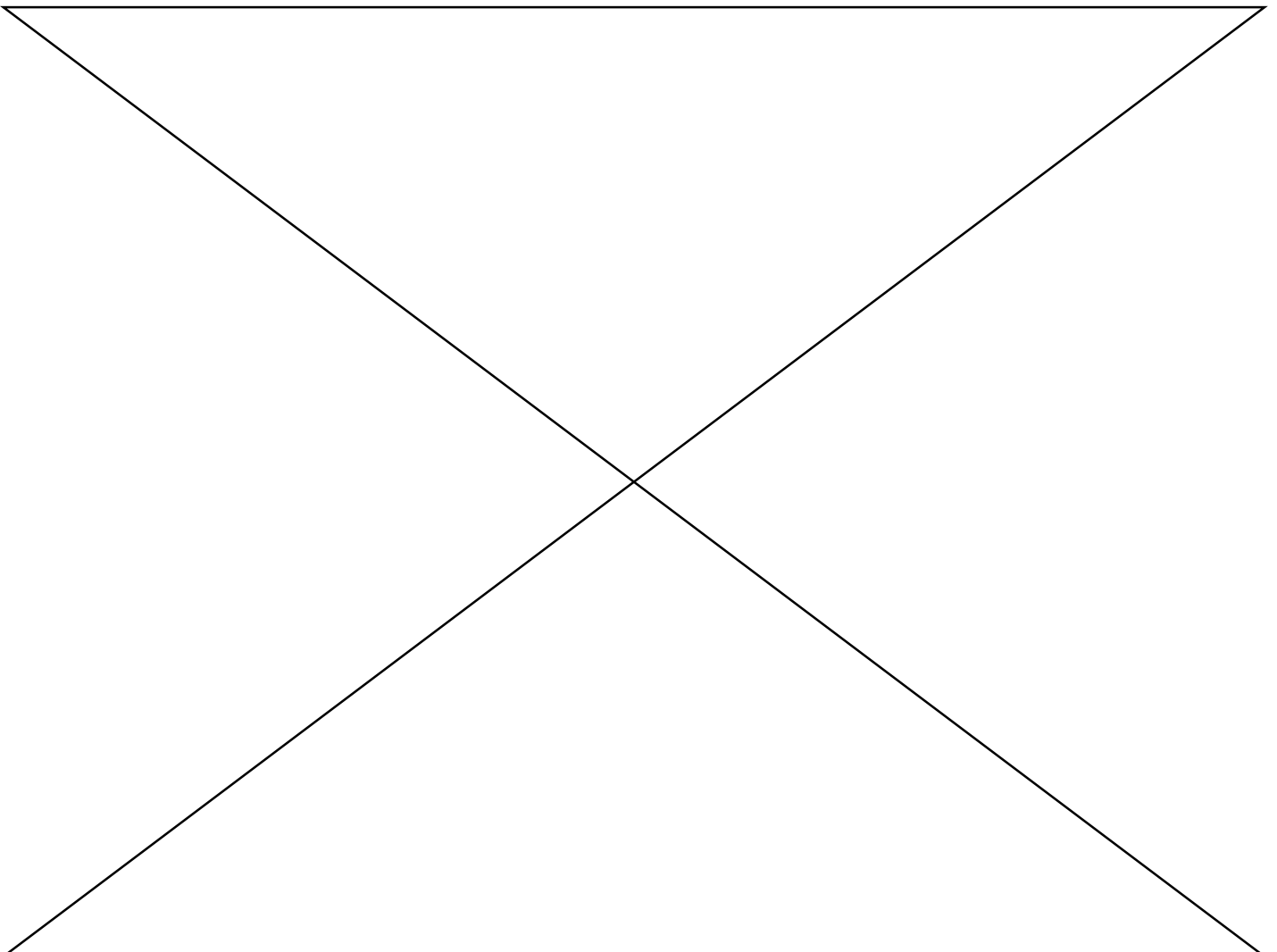
Prior to the commencement of any work or services under the Agreement, SERVICE PROVIDER shall deliver to IIMC a Certificate of Insurance which evidences SERVICE PROVIDER's compliance with this Section.

**3. NOTICE OF CANCELLATION, NON-RENEWAL, OR OTHER MATERIAL CHANGE IN COVERAGE**

SERVICE PROVIDER shall provide IIMC- with thirty (30) days prior written notice of cancellation, non-renewal or failure to renew, or other material change in the coverage provided, including the exhaustion of or material reduction in available limits.

**4. QUALIFIED INSURER**

All required insurance policies must be issued by IRDA approved insurance companies.



**SAFETY, HEALTH & ENVIRONMENT MANAGEMENT SYSTEM**

1. **Commitment by IIMC**

IIMC is committed to be an environmentally sound body in its activities, products, services and to provide safe and healthy working environment covering its students employees, contractors, Contract labourers, trainees, suppliers, and all interested parties as an integral part of business performance through compliance with applicable legal and other requirements related to occupational Health, Safety and Environment.

2. **Commitment by Service Provider**

The Service Provider shall commit towards Safety, Health and Environment Management System in line with the following:

3. **SAFETY:**

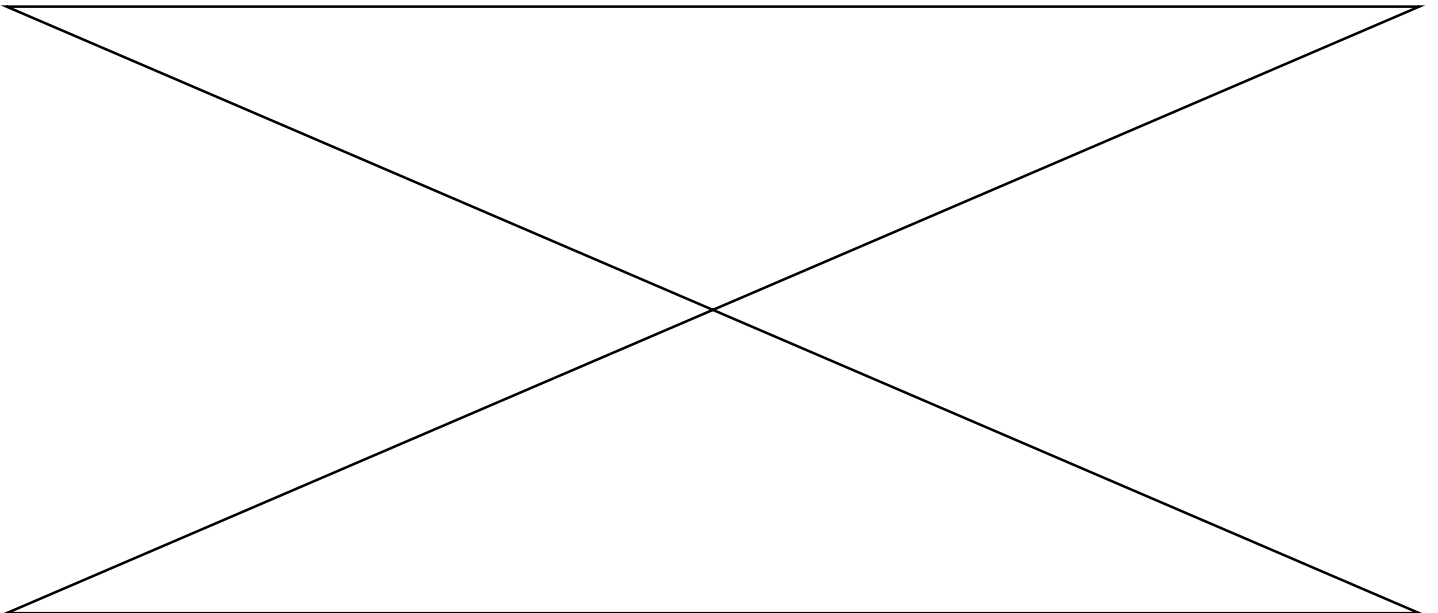
- a. Safe systems of works must be established, implemented and maintained to ensure that all health and safety related risks are adequately managed.
- b. Own staff as well as SERVICE PROVIDER employees must exercise safe behaviour; follow safe operational rules as well as safe work practices.
- c. Permit to work process must be established to ensure that hazardous, non-routine work is assessed, planned, authorized and carried out in a way that ensures health and safety of the employees and contractors involved, and others who may be affected.
- d. Equipment must be operated and maintained within design parameters.

4. **HEALTH**

- a. Task/job related health screenings (fitness for duty medical evaluations) of all employees must be performed in line with local legal requirements.
- b. First aid facilities and/or ready access to adequate medical services must be ensured at every worksite based on complexity of operation, number of employees and remoteness of the worksite (i.e. basic first aid to full scale medics/paramedics intervention).

5. **ENVIRONMENT**

SERVICE PROVIDER agrees to implement any and all recommendations from IIMC in terms of implementing and adopting the Safety, Health and Environment Policy. For security reasons, the contractor shall furnish details of his workforce along with photographs to IIMC before they are brought into the IIMC- premises for providing various services.





**< ON LETTER HEAD OF CONTRACTOR >**

Date:

To

Mr \_\_\_\_\_

Further to your application and subsequent interview, we have pleasure to appoint you as \_\_\_\_ (designation) on the following terms and conditions:

2) You will be in the first instance on probation for a period of six months, which may be extended further, by a period of six months. You will, however, continue to be on probation till Management confirms you in writing. The Management may terminate your services either during or after completion of the probation period if your performance/conduct is not found to be satisfactory.

3) Your continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The Management shall have every right to get you medically examined or re-examined at any time by the Registered Medical Practitioner, whose findings will be final and binding upon you.

4) Your work, duty hours and shift working will be regulated from time to time purely at the discretion of the Management as per expediency of service.

5) Your services are liable to be transferred or deputed from one place to another and/or from one establishment to another, or from department to another purely at the discretion of the Management. Such transfer may also be to such places and clients wherever your services are required or to be deputed or transferred in future whether such establishments are in existence today or which may come into existence in the future.

6) We are in the business of providing \_\_\_\_ services to our various clients. Hence, the duration of your appointment is co-terminus with the duration of our contract with the client and your employment shall automatically come to an end on termination of the said contract.

7) You will be the whole-time employee of \_\_\_\_\_ (name of the Contractor) and will not engage yourself in any work similar in nature to that of the \_\_\_\_ (name of the Contractor) and/or in which you may for the time being be engaged by the organization and/or engage yourself anywhere in your work, professional or employment either honorary or otherwise during the period of your employment with \_\_\_\_\_ (name of the Contractor)

8) You will not utilize, disclose or divulge to any person any trade secret or confidential information or documents of the \_\_\_\_ (name of the Contractor)

9) Your services will be governed by the Standing Orders and the Service Rules applicable to the organization as in force from time to time.

10) You may be laid-off on payment of 50% wages on account of shortage of work, materials, electricity and similar other reasons.

11) You may be selected and sponsored by us for familiarization/training assignments within the organization or any other institution/organizations in India and or abroad. You will diligently and beneficially take part in the training and assignments from time to time on such terms and conditions as may be specified.

12) Your services will be liable to be terminated on one month's notice or on payment of one month's salary in lieu thereof. Similarly, you will not terminate your services without giving one month's notice or salary in lieu thereof and in case of failure on your part to do so, the Management will be entitled to recover the requisite amount from you either by withholding dues or to that extent or otherwise, as may be necessary. The Management may waive notice and relieve you immediately if you chose to resign.

13) You will not engage in any act that may amount to misconduct and you will always observe and follow instructions given by your superiors. The Management may dismiss you from the services without notice for engaging in any act or omission amounting to misconduct.

14) In case any act of omission constituting misconduct is alleged against you, you may be suspended pending enquiry and will be paid subsistence allowance for the days of suspension at 50% of wages payable to you.

15) You shall retire on attaining the age of 60 years (or as applicable). Your date of birth, as per the records produced by you is \_\_\_\_\_. Please note that this date of birth shall be considered valid for all official records.

16) In case of change in the address during the course of employment, it will be your duty to intimate the Management in writing within three days from the date of such change and will get the change so recorded in the Register of Address maintained for the purpose by the Company.

17) All communication sent to you by the Management at your last given address will be deemed to have been received by you.

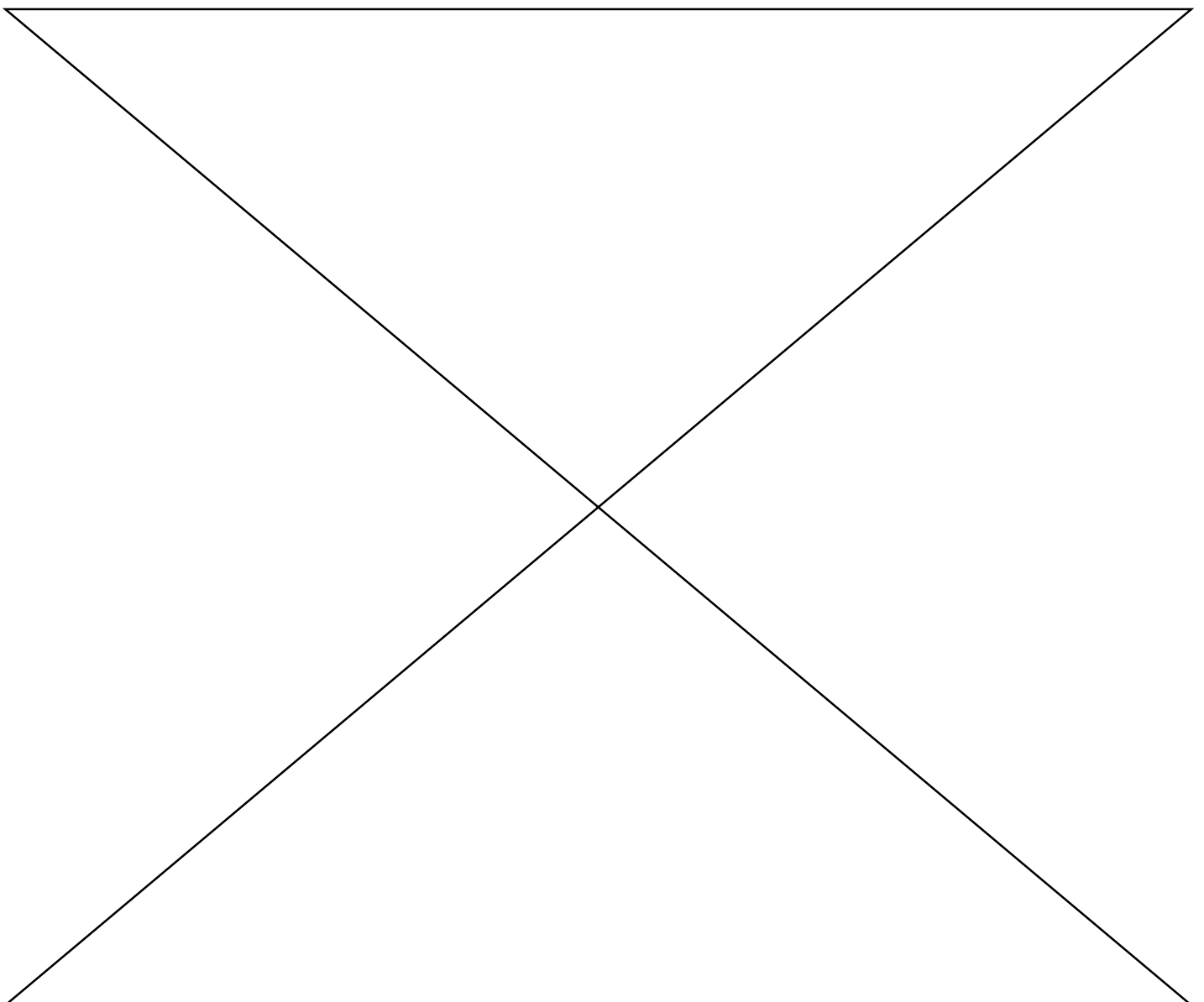
In case the above terms and conditions are acceptable to you, please sign the copy of the letter in token of your acceptance and return the same for our records.

For \_\_\_\_\_

Declaration

I have read and understood the above terms and conditions of employment and accept the same, and further undertake to abide by them.

\_\_\_\_\_



**BIDDER'S INFORMATION FORM WITH CHECK LIST**

SL No.	Particulars	Yes/No	Details	Attachments
1	Name of the Service Provider:			
2	Registered Address:			Enclose Proof
3	Branch/Head Office Address at Kolkata (Mandatory)			Enclose Proof
4	Name of the Authorized Signatory:			Enclose Proof
5	Trade License No.:			Enclose Proof
6	Shop/Establishment Registration No.:			Enclose Proof
7	PAN Details:			Enclose Proof
8	GST Registration No.:			Enclose Proof
9	P.F. Registration No.:			Enclose Proof
10	ESIC Registration No.:			Enclose Proof
11	West Bengal Labour Welfare Board (WBLWF) Registration No.:			Enclose Proof
12	Average Annual Turnover of last three Financial Year			Enclose Proof (Audit Reports)
13	Net profit (Audited) for last three Financial Year			Enclose Proof (Audit Reports)
14	Minimum experience in similar assignments in Government/ PSU's/Autonomous Bodies			Enclose Proof as Work Order
15	Minimum Manpower on roll as on 31 December 2022		100	Enclose proof as salary/wage register
16	ISO Certificate (If Any)			Enclose proof as salary/wage register

**Certificate to be Submitted by Bidder.** A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

**“This is to certify that \_\_\_\_\_ is my official mobile number and \_\_\_\_\_ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.**

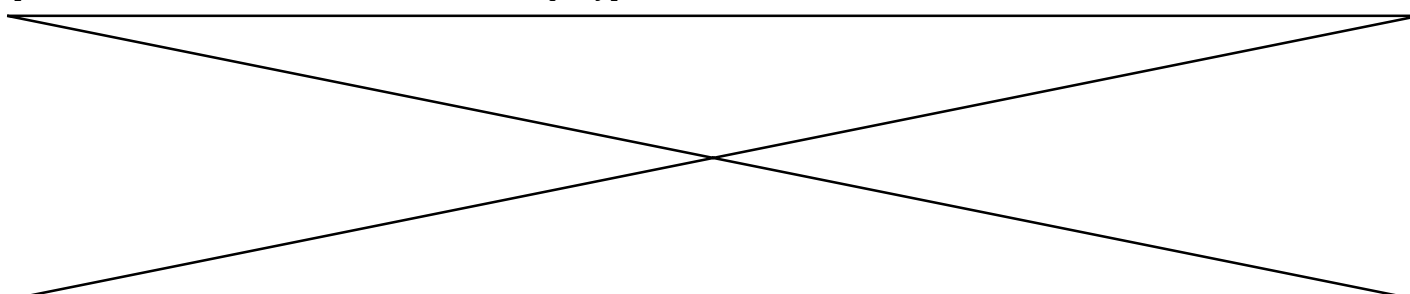
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



**TERMS AND CONDITIONS - COMPLIANCE**

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address \_\_\_\_\_

Tender Document No. \_\_\_\_\_; Tender Title: \_\_\_\_\_

*Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....  
(Signature with date)

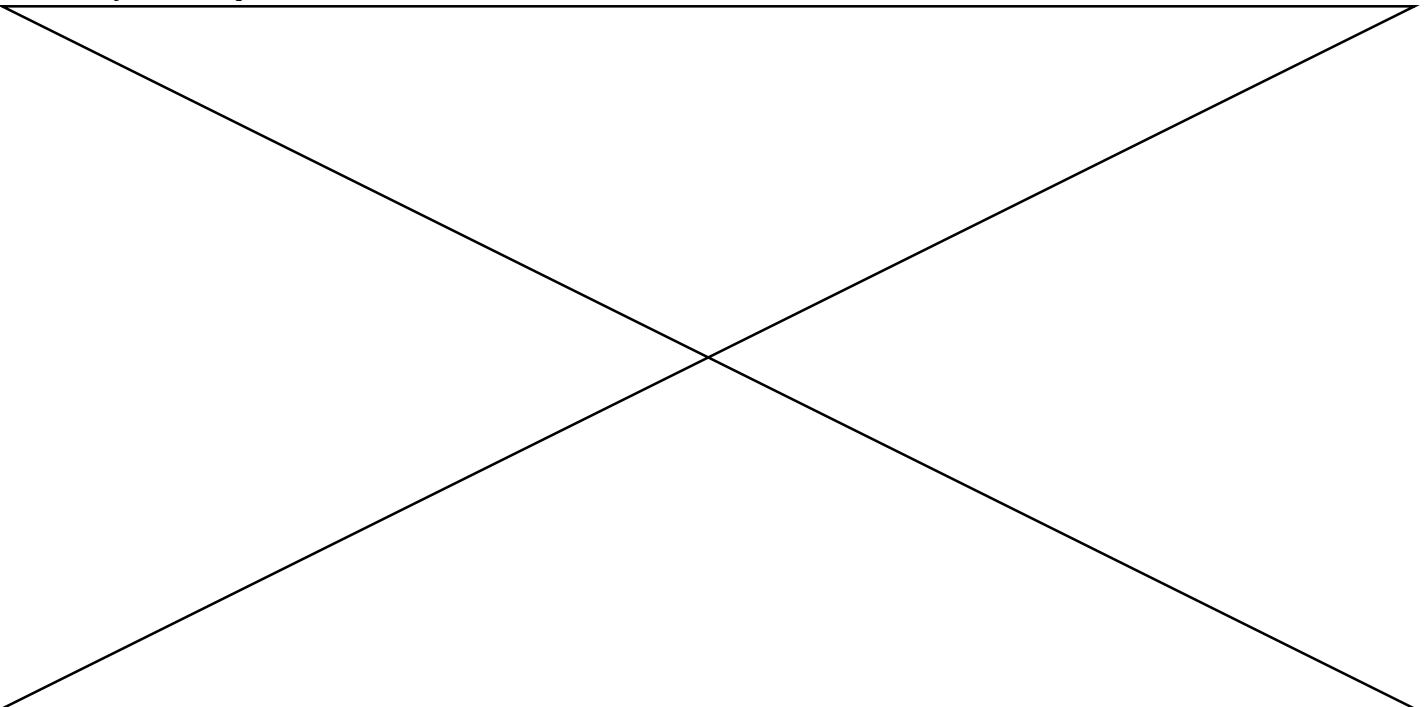
.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....  
[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.



**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
The Director  
Indian Institute of Management Calcutta  
Diamond Harbour Road, Joka  
Kolkata - 700104, West Bengal

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to delivery ..... (description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

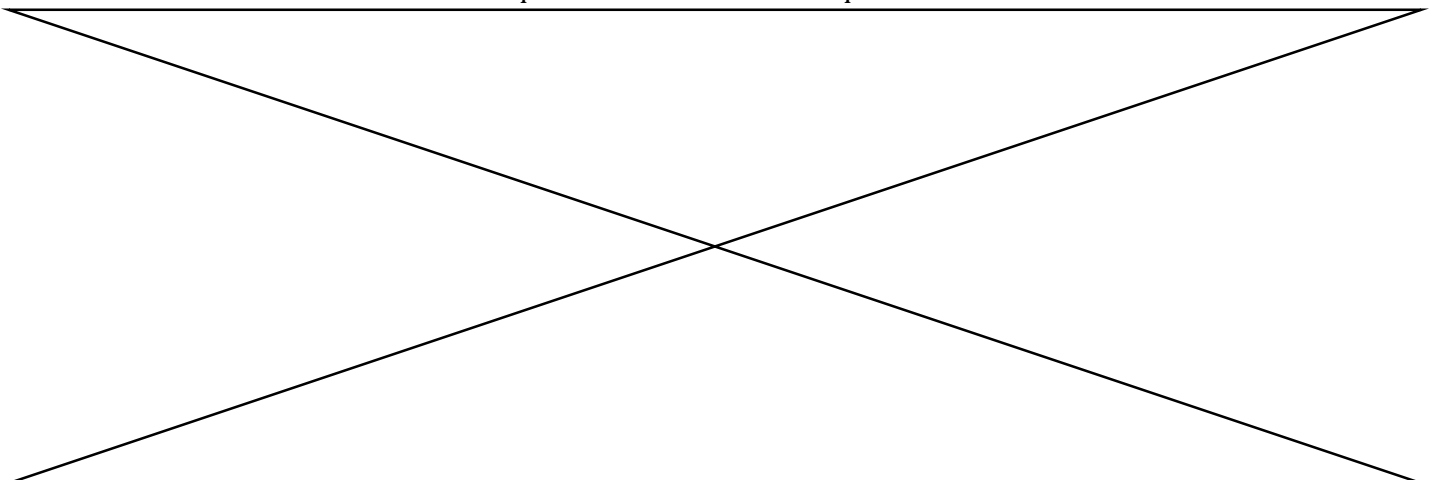
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.



**NO CLAIM CERTIFICATE**  
(On company Letter-head)

Contractor's Name and Complete Address \_\_\_\_\_  
[Address and Contact Details]  
Contractor's Reference No. \_\_\_\_\_ Date.....

To  
The Director  
Indian Institute of Management Calcutta  
DH Road, Joka, Kolkata - 700104

**No Claim Certificate**

**Sub: Contract Agreement no. ----- dated -----for the supply of -----**

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) as final settlement due to us for the supply of \_\_\_\_\_ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

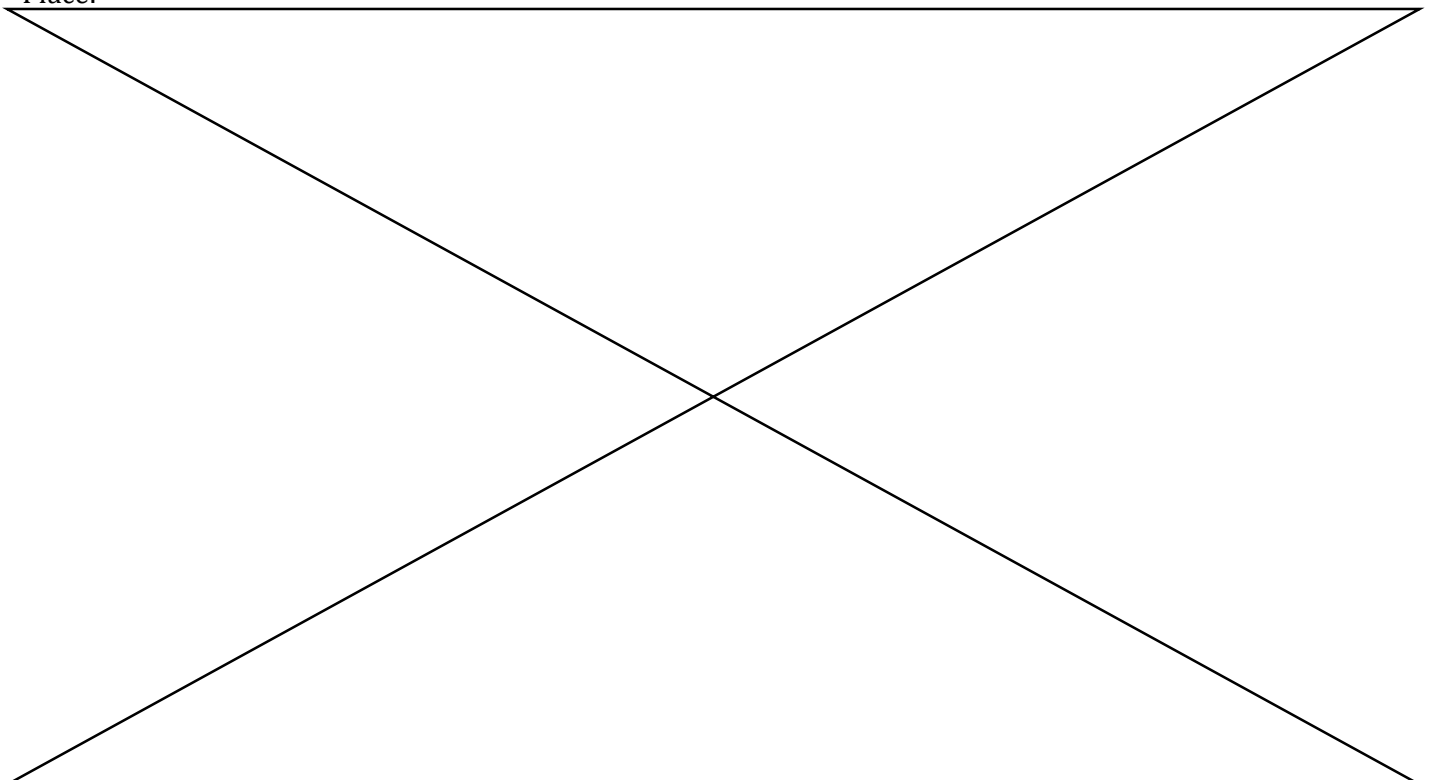
Yours faithfully,

Signatures of contractor or  
officer authorised to sign the contract documents.  
on behalf of the contractor

(company Seal)

Date:

Place:



**TECHNICAL BID EVALUATION CRITERIA AND VENDOR'S ELIGIBILITY**

Ser No	Description of Criteria	Documentary Evidence Required to be attached as Proof
(a)	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
(b)	The Company/Firm/Agency should have valid GST Certificate	Copy of GST Certificate
(c)	The Company/Firm/Agency shall have at least THREE (03) YEARS' experience in successfully providing similar services to Central/State Government organizations, Autonomous Bodies, Public Sector Undertakings, IIMs/IITs. Out of THREE (03) Work Orders/ Work Completion Certificates value of minimum ONE (01) Work Order/ Work Completion Certificate should NOT be LESS than Rs 2.08 Crore (Rupees Two Crore Eight Lakh Only)	Copies of Work Order or Work Completion Certificates.
(d)	The Company/Firm/Agency shall have been registered with the labour department and other concerned government authorities.	Copy of Registration Certificate duly Self-attested
(e)	The Company/Firm/Agency shall have average annual turnover of at least Rs 1.30 Crore (Rupees One Crore Thirty Lakh Only) for any three financial years with effect from 01 April 2017 to 31 March 2022	Relevant copies of audited balance sheet of concerned years duly audited by a Chartered Accountant
(f)	The Company/Firm/Agency should not be insolvent OR undergoes liquidation OR loses substantially the financial capability during last FIVE (05) Financial Years with effect from 01 April 2017	Self-declaration on company's letter head along with a certificate from a Bank where the Company/Firm/Agency maintaining accounts with effect from 01 April 2017. In case of break in banking operation with SINGLE bank, certificates from concerned banks for the period from 01 April 2017 should be attached
(g)	The Registered Office/Branch Office/Operational Office of the manpower Company/Firm/Agency shall be located in Kolkata, West Bengal	Copy of latest enlistment certificate issued by Kolkata Municipal Corporation or any other document issued by Central/State Govt agency
(h)	The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act and other relevant act.	Copy (s) of relevant certificate(s)/ documents
(j)	The Company/Firm/Agency shall not have been blacklisted/ debarred by any organization	Self-declaration on company's letter head
(k)	The Company/Firm/Agency should have on their wage rolls minimum 100 workmen/manpower as on 31 December 2022	Copy of Salary/wage register
(l)	ISO Certificate (if any)	Copy of certificate

**(AS PER APPLICABILITY)**

*To be submitted as part of Technical bid, along with supporting documents, if any. A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this ON COMPANY LETTER HEAD*

**BID SECURING DECLARATION**

Bidder's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Details \_\_\_\_\_  
Bidder's Reference No. \_\_\_\_\_  
Date : \_\_\_\_\_

To  
The Director,  
Indian Institute of Management Calcutta Diamond Harbour Road, Joka  
Kolkata - 700 104  
Reference: Tender Document No. \_\_\_\_\_ Tender Title: \_\_\_\_\_

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-
  - (a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.
  - (b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).
  - (c) Fail or refuse to sign the contract.
  
2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:
  - (a) Receipt by us of your notification.
  - (b) Of cancellation of the entire tender process or rejection of all bids or
  - (c) Of the name of the successful bidder or
  - (d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

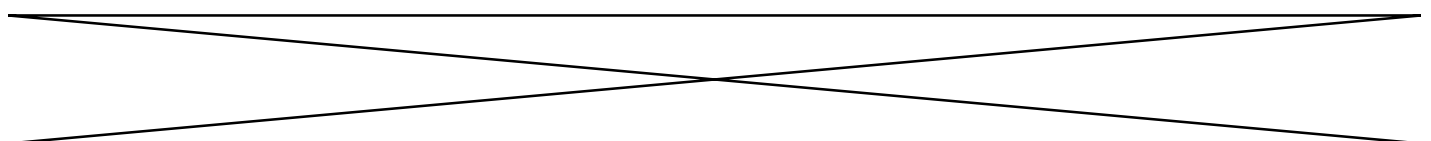
Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of [insert date of signing]

Place... [insert place of signing]

DATE:.....





**PRICE BID FORMAT**

<b>Ser No</b>	<b>Description of Job/ Services</b>	<b>Accounting Unit</b>	<b>Quantity</b>	<b>Basic Rate</b>	<b>GST (if any)</b>	<b>Total Cost</b>
1.01	<i>GARDENING AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA FOR A PERIOD OF TWO (02) YEARS</i> (As per Appendix 'A' to the RFP)	Square Meter	1,68,042			
1.02	<i>SWEEPING AND CLEANING OF METAL/ NON-METAL ROADS, HARD CEMENTED AREAS AND HARD/ SOFT SOIL AREAS AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA FOR A PERIOD OF TWO (02) YEARS</i> (As per Appendix 'A' to the RFP)	Square Meter	24,085			

**NOTE:-**

- (a) This Price Bid Format is just Indicative Nature and Bidder should **NOT** quote their Financial Quote in this Page.
- (b) **BEFORE QUOTING RATE, BIDDER SHOULD KEEP IN MIND THAT, SERVICES AT ALL THE AREAS AS MENTIONED ABOVE, SHOULD BE TREATED AS ONE PROJECT AND RATE SHOULD BE QUOTED ON PER SQUARE METER AND PER MONTH BASIS.**
- (c) Bidder should quote their Financial Quote in BOQ in CPP Portal ONLY.
- (d) IIMC will NOT be responsible for any type of LEAKING OF FINANCIAL BID INFORMATION for violation/ non adherence of Note (a) above. Any representation in this regard at later stage will NOT be entertained at all.

